

WORK ORDER FOR PROFESSIONAL SERVICES

TO: Kimley-Horn and Associates, Inc.
355 Alhambra Circle, Suite 1400
Coral Gables, FL 33134
Phone: (305) 673-2025

DATE: October 21, 2019

The City of Doral authorizes the firm of Kimley-Horn and Associates, Inc. to provide professional engineering design services for the Post-Construction Drainage Analysis for Doral Legacy Park. The scope of services includes, but is not limited to, perform stormwater calculations for the eastern parcel to determine the compliance of the existing stormwater infrastructure and topography with the South Florida Water Management District requirements. The work should be performed as described on the attached Proposal submitted by your firm dated September 12, 2019.

SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from Kimley-Horn and Associates, Inc. The schedule requires the work to be performed within four (4) weeks after notice to proceed is issued. The performance of services associated with this Work Order will be executed on a lump sum basis in the amount of \$7,700.00. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

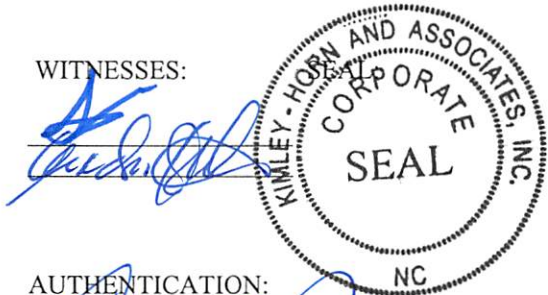
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Kimley-Horn and Associates, Inc.

BY: Mudassar Alam
NAME: MUDASSAR ALAM, P.E.
TITLE: VICE PRESIDENT

WITNESSES:

- 1.
- 2.



OWNER: City of Doral
BY: Albert P. Childress
NAME: Albert P. Childress
TITLE: City Manager

AUTHENTICATION:
BY: Connie Diaz
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL:

BY: Luis Figueredo
NAME: Luis Figueredo
TITLE: City Attorney



September 12, 2019

Jorge Hernandez
Capital Improvement Project Manager
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

RE: DORAL LEGACY PARK - SFWMD PERMIT NO. 13-03079-P, APPLICATION NO. 140822-12

Dear Mr. Hernandez,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Doral ("Client") to provide professional consulting services for the above referenced project ("Project"). Our project understanding, Scope of Services, Schedule and Fees are below.

PROJECT UNDERSTANDING

Doral Legacy Park (The Project) is a municipal park located at 11400 NW 82nd St, Doral, FL 33178 (Folio: 35-3007-001-0330 & 35-3007-001-0340). The Project consists of two separate parcels (East and West) separated by NW 114th Avenue. Construction on the Project was completed around the end of 2017. It is our understanding that the eastern park parcel, as built, may not comply with the requirements of the Environmental Resource Permit (ERP) issued by the South Florida Water Management District (SFWMD) (referenced above). The City of Doral has requested that Kimley-Horn perform a post construction stormwater analysis of the eastern park parcel and provide additional assistance in the certification and closure of the project's ERP.

The scope of services and fee are below.

SCOPE OF SERVICES

CIVIL ENGINEERING SERVICES

Task 1.0 – Post Construction Stormwater Analysis & SFWMD ERP Certification Assistance:

Based on the as-built drawing(s) of the completed paving, grading and stormwater provided by the contractor, Kimley-Horn will perform stormwater staging and retention calculations for the eastern park parcel to determine if the existing stormwater infrastructure and topography comply with all SFWMD ERP requirements. Kimley-Horn will then provide the results of the post construction stormwater analysis via a memorandum and exhibit to the Client, along with recommendations for bringing the Project into compliance.

During this task, Kimley-Horn will submit the above-mentioned memorandum and exhibit to the Client for review and comment, and subsequently to SFWMD for review.

This task will also include revisions associated with up to two (2) rounds of reasonable comments from SFWMD after the initial submittal. If it is demonstrated that the Project complies with the permit, we do not anticipate any further action. Otherwise, any efforts required to bring the project into compliance will be performed as additional services.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees are not included.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Modification to ERP Permit No. 13-03079-P, or re-application for a new permit.
- Redesign of proposed improvements

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants, Contractors or representatives.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule of the above tasks as mutually agreed to with the Client.

FEE AND BILLING

Lump Sum Tasks

Kimley-Horn will perform the Scope of Services described in Task 1.0 on a lump sum basis. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Description	Lump Sum Fees
1.0	Post Construction Stormwater Analysis & SFWMD ERP Certification Assistance	\$7,500.00
Total Lump Sum Fee		\$7,500.00

Reimbursable Expenses

Task	Description	Not to Exceed
1.1	Reimbursable Expense Allowance	\$200.00
Total Reimbursable Expense		\$200.00

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice. Reimbursable expense allowance listed above will

address any hard copy submittals required for approval by regulatory agencies and those specifically listed in the scope of services. All permitting, application, and similar project fees will be paid directly by the Client. Additional Services will be billed on an hourly basis according to our then-current rates.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Doral.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact Juan Jimenez at (305) 535-7784 or email at juan.jimenez@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron Buchler, PE
Senior Vice President

Agreed to this ____ day of _____, _____.

City of Doral

By: _____

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness

(Print or Type Name)

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ePermitting

Application #: 140822-12 **Permit#:** 13-03079-P **Final Action Date:** 06-Mar-2015
Issuing Office: WPB/SFWMD **Permit Status:** ACTIVE **Application Status:** Complete
Permit Type: Environmental Resource (Construction/Operation Modification) **Expiration Date:** 06-Mar-2020

Project Name: N.W. 114th Avenue Park **Project Acres:** 17.06
Landuse(s): Recreational Including Golf **Location:** Miami-Dade S7/T53/R40
Receiving Body: On-Site Retention
Applicant: The City Of Doral Florida Municipal Corp. Barbara Hernandez
8401 N W 53rd Terr Doral FL 33166
Agent: Kimley Horn & Associates, Inc. Juan Jimenez, P.E.
1221 Brickell Avenue Miami FL 33131
Oper Entity: Permittee
FL

Project Description:

Contact Email Id: permits@sfwmd.gov

Documents

List by date

- 📁 Applications(4)
- 📁 Calculations - Design Plans(3)
- 📁 Compliance - Engineering(3)
- 📁 Compliance - Environmental(1)
- 📁 Compliance - Other(1)
- 📁 Notifications(1)
- 📁 Permit & Staff Report Information(1)

<u>Document Type</u>	<u>Date Posted</u>	<u>Size</u>	<u>Seal Verified?</u>
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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 13-03079-P
DATE ISSUED: March 6, 2015**

PERMITTEE: THE CITY OF DORAL FLORIDA MUNICIPAL
CORP.
8401 N W 53RD TERR
DORAL, FL 33166

PROJECT DESCRIPTION: Construction and operation of a stormwater management system serving 17.06-
acres of recreational development.

PROJECT LOCATION: MIAMI-DADE COUNTY, SEC 7 TWP 53S RGE 40E

**PERMIT
DURATION:** See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 140822-12, dated August 22, 2014. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 5),
3. the attached 8 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 6th day of March, 2015, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: _____
Ricardo A. Valera, P.E.
Bureau Chief - Environmental Resource Compliance
Regulation Division

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on March 6, 2020.
2. Operation and maintenance of the stormwater management system shall be the responsibility of PERMITTEE.
3. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
4. Minimum building floor elevation: Basin:
Site (West Basin) - 9.33 feet NGVD 29.
Site (East Basin) - 9.00 feet NGVD 29.
5. Minimum road crown elevation: Basin:
Site (West Basin) - 7.60 feet NGVD 29.
Site (East Basin) - 7.68 feet NGVD 29.
6. No construction dewatering is proposed. However, if in the future, the permittee determines that dewatering is required, an application for dewatering authorization must be submitted to the District and approved prior to the dewatering being conducted.
7. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 13-03079-P unless otherwise specified herein.
8. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.2, the permittee shall submit documentation from the Florida Department of Environmental Protection that 14.0 freshwater herbaceous credits have been deducted from the ledger for the Everglades National Park Hole-In-The-Donut Mitigation Bank (HID).

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which does or may affect their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery, or e-mail. **Filings by facsimile will not be accepted after October 1, 2014.** A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the District Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the District Clerk's Office at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency decision.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the SFWMD takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the District Clerk within 30 days of rendering of the final SFWMD action.

Last Date For Agency Action: March 23, 2015

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: N.W. 114th Avenue Park

Permit No.: 13-03079-P

Application No.: 140822-12

Application Type: Environmental Resource (Construction/Operation Modification)

Location: Miami-Dade County, S7/T53S/R40E

Permittee : The City Of Doral Florida Municipal Corp.

Operating Entity : Permittee

Project Area: 17.06 acres

Permit Area: 17.06 acres

Project Land Use: Recreational

Drainage Basin: AREA B

Receiving Body: On-Site Retention

Class: N/A

Special Drainage District: NA

Total Acres Wetland Onsite: 8.10

Total Acres Impacted Onsite : 8.10

Offsite Mitigation Credits-Mit.Bank: 14.00 Hole-In-The-Donut

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT SUMMARY:

This Environmental Resource Permit modification authorizes construction and operation of a stormwater management system serving 17.06-acres of recreational development known as N.W. 114th Avenue Park.

The park consists of two adjacent parcels (west and east) and will include the construction of a community center building, baseball field, tennis courts, basketball courts, sand volleyball, soccer fields, playground, multi-use lawn, walkways, on-street and surface lot parking and landscape areas. Runoff from the project site will be directed to inter-connected dry retention areas and exfiltration trenches, where water quality treatment and storm attenuation are provided. No off-site discharge is proposed in accordance with Miami-Dade County requirements. Calculations were submitted to demonstrate that the proposed project will meet Miami-Dade County's cut and fill criteria for projects located within Basin "B."

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Chapter 62-330.062 Florida Administration Code (F.A.C.).

PROJECT EVALUATION:**PROJECT SITE DESCRIPTION:**

The proposed N.W. 114th Avenue Park is a 17.06-acre site located along the south side of N.W. 82nd Avenue and is bisected by N.W. 114th Avenue within Section 7, Township 53 South, Range 40 East in Miami-Dade County. The project also lies within the special drainage Basin "B" as designated by Miami-Dade County Department of Regulatory and Economic Resources (RER).

LAND USE:**Construction**

Basin : Site (East Basin)

	This Phase	Total Basin	
Building Coverage	.08	.08	acres
Dry Retention Areas	.55	.55	acres
Pavement	4.32	4.32	acres
Pervious	5.83	5.83	acres
Total:	10.78	10.78	

Basin : Site (West Basin)

	This Phase	Total Basin	
Building Coverage	.71	.71	acres
Dry Retention Areas	.43	.43	acres
Pavement	3.04	3.04	acres
Pervious	2.10	2.10	acres
Total:	6.28	6.28	

WATER QUANTITY :**Discharge Rate :**

No off-site discharge for the 25-year, 3-day design storm event is proposed in accordance with Miami-Dade County requirements.

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 17 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Site (West Basin)	8.19	9.33	N/A
Site (East Basin)	8.64	9	N/A

Road Design :

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Site (West Basin)	7.26	7.6
Site (East Basin)	7.68	7.68

Parking Lot Design :

Parking Lot Storm Frequency : 10 YEAR-1 DAY

Design Rainfall :8.7 inches

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Site (West Basin)	6.28	4.2	4.20	Wet Season Water Table
Site (East Basin)	10.78	4.2	4.20	Wet Season Water Table

WATER QUALITY :

Water quality treatment will be provided within inter-connected dry retention areas and exfiltration trenches.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Site (West Basin)	Treatment Exfiltration Trench	276 LF .78	.78
Site (East Basin)	Treatment Exfiltration Trench	430 LF 1.11	1.11

WETLANDS:**Wetlands And Other Surface Waters:**

The project area contains a wetland totaling 8.10 acres. Please see exhibit 3.0 for the wetland location. The wetland can be generally described as a sawgrass marsh, heavily disturbed by exotic Melaleuca. Additional wetland descriptions are located in the environmental narrative in the epermitting file.

The project will result in impacts to 8.10 acres of wetlands as described in the table below. Exhibit 3.0 identifies the locations wetlands/surface waters that will be impacted. The applicant proposes to address the District's reduction and elimination criteria in Section 10.2.1 of the Applicant's Handbook Volume I through the purchase of 1.26 freshwater herbaceous credits at the Everglades National Park Hole-In-The-Donut Mitigation Bank (HID). These credits represent an additional 6 percent beyond the mitigation requirements for the project. The purchase of these credits, in combination with the purchase of 12.74 freshwater herbaceous mitigation credits will provide greater long-term ecological value than the wetlands to be impacted. Based upon this component of the wetland mitigation plan, the District will not require the applicant to implement practicable design modifications to reduce or eliminate wetland impacts.

To mitigate for the wetland impacts, the applicant will purchase 14.0 herbaceous mitigation bank credits from HID, as depicted in Exhibit 3.1. The amount of mitigation was determined by using ratios as specified in DEP Permit No. 032416479 for HID Mitigation Bank. The final scores can be found in the permit file.

The proposed off-site wetland mitigation at HID is located within the adjacent cumulative impact basin

(Everglades). The project is located within the permitted service area for this mitigation bank, and contains wetland habitats similar to that of the project site. Therefore, the project will not result in unacceptable cumulative impacts to wetlands and other surface waters.

Wetland Inventory :

CONSTRUCTION MOD -NW 114TH Ave Park

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluc cs	Adj Delta	Functional Gain / Loss
1	ON	641	Direct	8.10							.000	.000
Total:				8.10								.00

<u>Fluc cs Code</u>	<u>Description</u>
641	Freshwater Marshes

MITBANK		HOLE-IN-THE-DONUT	
Type Of Credits		Number Of Credits	
Fresh Water Herbaceous		Mitigation Bank Cr Used	
		14.00	
Total:		14.00	

Fish And Wildlife Issues:

The wetlands or surface waters to be impacted provide habitat for wetland-dependent species. The proposed mitigation will provide or improve habitat for wetland- dependent/ aquatic species. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that

until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated a Water Use permit for landscape irrigation will not be required for the construction of this project. The applicant has also indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

The Miami-Dade Water and Sewer Department.

Waste Water System/Supplier:

The Miami-Dade Water and Sewer Department.

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and the project is therefore unlikely to have an effect upon any such properties.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

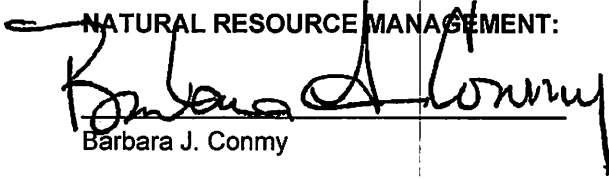
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

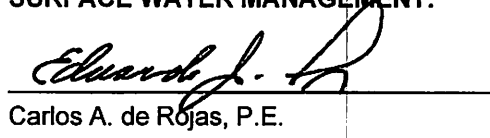
DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:


Barbara J. Conmy

DATE: 4 Mar 2015

SURFACE WATER MANAGEMENT:


Carlos A. de Rojas, P.E.

DATE: 03-Mar-2015

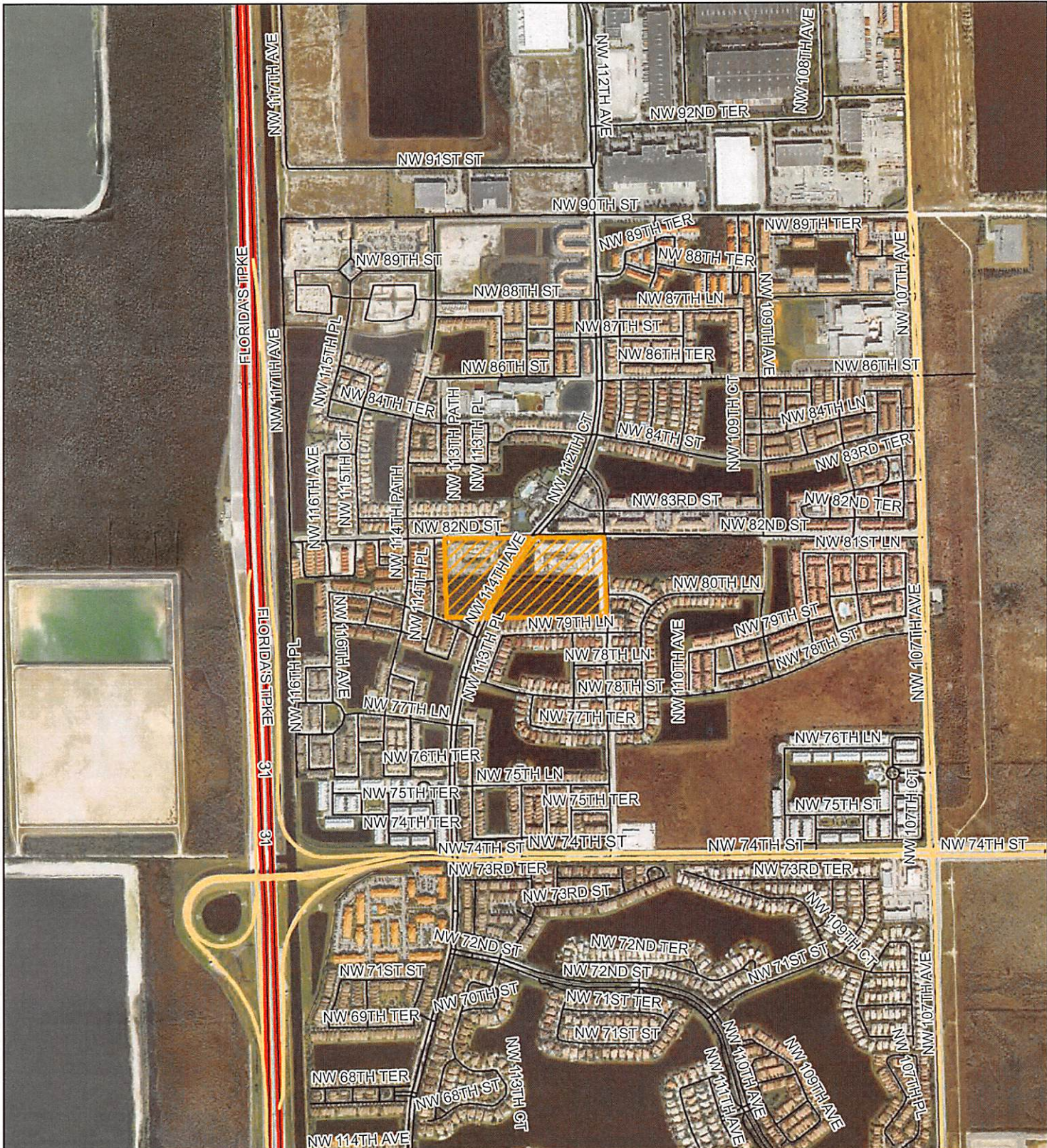


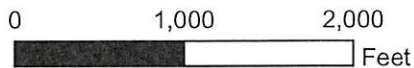
Exhibit No: 1

Exhibit Created On:
2015-03-02

MIAMI-DADE COUNTY, FL

REGULATION DIVISION

Project Name: N W 114TH AVENUE PARK



 Application

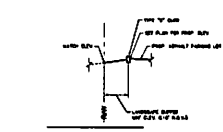
Permit No: 13-03079-P

Application Number: 140822-12

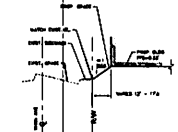


sfwmd.gov

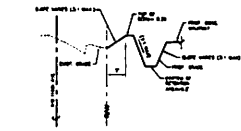
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South Florida Water Management District



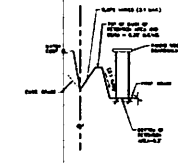
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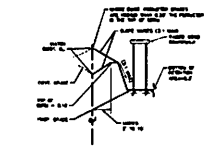
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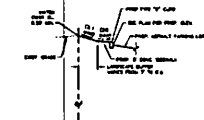
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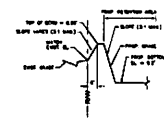
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E CROSS SECTION N.T.S. C-401



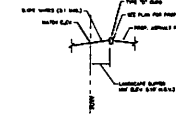
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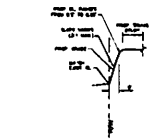
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H CROSS SECTION N.T.S. C-402



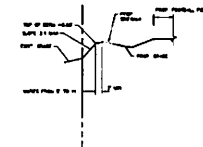
I CROSS SECTION N.T.S. C-402



J CROSS SECTION N.T.S. C-402



K CROSS SECTION N.T.S. C-402



L CROSS SECTION N.T.S. C-402



M CROSS SECTION N.T.S. C-402



PAVING, GRADING AND DRAINAGE SECTIONS

Kimley-Horn
 CONSULTING ENGINEERS
 1100 NW 117th Avenue, Doral, FL 33170
 (305) 851-1000
 www.kimley-horn.com

NW 114TH AVE PARK
 CITY OF DORAL, FLORIDA
 1100 NW 117th Avenue, Doral, FL 33170

PROJECT NUMBER: 043620000
 CONTRACT NUMBER: 140822-12
 DATE: 08/17/12
 SHEET NUMBER: C-403

As-Built Certification And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: _____ Application No: _____ Permittee: _____
 Project Name: _____ Phase or Independent Portion (if applicable): _____

I HEREBY CERTIFY THAT (please check only one box):

- To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By: _____ (Print Name) (Fla. Lic. or Reg. No.)
 Signature
 (Company Name) (Company Address)
 (Telephone Number) (Email Address)
 AFFIX SEAL (Date)

For activities that do not require certification by a registered professional:

By: _____ (Print Name)
 Signature
 (Company Name) (Company Address)
 (Telephone Number) (Email Address) (Date)



Drawings and Information Checklist

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications, and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated, and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:
 - a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
 - b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
 - c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions, and elevations of all, including clean-outs, pipes, connections to control structures, and points of discharge to receiving waters;
 - d. System grading - dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge point(s);
 - e. Conveyance - dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert off-site runoff around or through the new system;
 - f. Benchmark(s) - location and description (minimum of one per major water control structure);
 - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted, and identification of source of material; also provide the dimensions, elevations, contours, and representative cross-sections depicting the construction.
5. A map depicting the phase or independent portion of the project being certified, if all components of the project authorized in the permit are not being certified at this time.
6. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.



September 12, 2019

Jorge Hernandez
Capital Improvement Project Manager
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

RE: DORAL LEGACY PARK - SFWMD PERMIT NO. 13-03079-P, APPLICATION NO. 140822-12

Dear Mr. Hernandez,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Doral ("Client") to provide professional consulting services for the above referenced project ("Project"). Our project understanding, Scope of Services, Schedule and Fees are below.

PROJECT UNDERSTANDING

Doral Legacy Park (The Project) is a municipal park located at 11400 NW 82nd St, Doral, FL 33178 (Folio: 35-3007-001-0330 & 35-3007-001-0340). The Project consists of two separate parcels (East and West) separated by NW 114th Avenue. Construction on the Project was completed around the end of 2017. It is our understanding that the eastern park parcel, as built, may not comply with the requirements of the Environmental Resource Permit (ERP) issued by the South Florida Water Management District (SFWMD) (referenced above). The City of Doral has requested that Kimley-Horn perform a post construction stormwater analysis of the eastern park parcel and provide additional assistance in the certification and closure of the project's ERP.

The scope of services and fee are below.

SCOPE OF SERVICES

CIVIL ENGINEERING SERVICES

Task 1.0 – Post Construction Stormwater Analysis & SFWMD ERP Certification Assistance:

Based on the as-built drawing(s) of the completed paving, grading and stormwater provided by the contractor, Kimley-Horn will perform stormwater staging and retention calculations for the eastern park parcel to determine if the existing stormwater infrastructure and topography comply with all SFWMD ERP requirements. Kimley-Horn will then provide the results of the post construction stormwater analysis via a memorandum and exhibit to the Client, along with recommendations for bringing the Project into compliance.

During this task, Kimley-Horn will submit the above-mentioned memorandum and exhibit to the Client for review and comment, and subsequently to SFWMD for review.

This task will also include revisions associated with up to two (2) rounds of reasonable comments from SFWMD after the initial submittal. If it is demonstrated that the Project complies with the permit, we do not anticipate any further action. Otherwise, any efforts required to bring the project into compliance will be performed as additional services.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees are not included.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Modification to ERP Permit No. 13-03079-P, or re-application for a new permit.
- Redesign of proposed improvements

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants, Contractors or representatives.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule of the above tasks as mutually agreed to with the Client.

FEE AND BILLING

Lump Sum Tasks

Kimley-Horn will perform the Scope of Services described in Task 1.0 on a lump sum basis. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Description	Lump Sum Fees
1.0	Post Construction Stormwater Analysis & SFWMD ERP Certification Assistance	\$7,500.00
Total Lump Sum Fee		\$7,500.00

Reimbursable Expenses

Task	Description	Not to Exceed
1.1	Reimbursable Expense Allowance	\$200.00
Total Reimbursable Expense		\$200.00

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice. Reimbursable expense allowance listed above will

address any hard copy submittals required for approval by regulatory agencies and those specifically listed in the scope of services. All permitting, application, and similar project fees will be paid directly by the Client. Additional Services will be billed on an hourly basis according to our then-current rates.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Doral.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact Juan Jimenez at (305) 535-7784 or email at juan.jimenez@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron Buchler, PE
Senior Vice President

Agreed to this ____ day of _____, _____.

City of Doral

By: _____

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness

(Print or Type Name)

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.