

**PUBLIC PRIVATE PARTNERSHIP AGREEMENT
BY AND BETWEEN
THE CITY OF DORAL
AND
TERRA DORAL COMMONS RESIDENTIAL, LLC
AND
TERRA DORAL COMMONS COMMERCIAL, LLC
FOR
DEVELOPMENT OF DORAL GLADES PARK BOARDWALK**

THIS PUBLIC PRIVATE PARTNERSHIP AGREEMENT (the “Agreement”) is made and entered into as of the 31 day of August, 2018 (the “Effective Date”), by and between the CITY OF DORAL, a municipality of the State of Florida, the principal and mailing address of which is 8401 NW 53rd Terrace, Doral, FL 33166 (the “City”), and Terra Doral Commons Residential, LLC, a Florida Limited Liability Company, the principal and mailing address of which is 2655 South Bayshore Drive, Suite 1020, Miami, FL 33133, and Terra Doral Commons Commercial, LLC, a Florida Limited Liability Company, the principal and mailing address of which is 2655 South Bayshore Drive, Suite 1020, Miami, FL 33133 (collectively, Terra Doral Commons Residential, LLC and Terra Doral Commons Commercial, LLC are “Terra”). The City and Terra may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the City has a fee simple interest on a certain parcel of land owned by the State of Florida, located at 9774 NW 74 Street, Doral, Florida (the “Property”), which land shall serve as a City Park named Doral Glades Park (the “Park”); and

WHEREAS, during the construction of the Park, Terra – at the request of residents of the adjoining Terra-developed community – approached the City with idea of partnering to improve the design of the Park with the purpose of developing an enhanced lakefront amenity within the Park, in lieu of the currently proposed asphalt walking path along the south side of the lake;

WHEREAS, with input from City staff, Terra developed a conceptual site plan design for a boardwalk along the south side of the lake (the “Boardwalk”), along with enhanced landscaping and security measures (the “Boardwalk Conceptual Site Plan”), which was approved by the City Council on January 10, 2018; and

WHEREAS, the City and Terra have a mutual desire to develop the Park by having the City provide the Property and to construct the Park and for Terra to design and cover the costs of design, permitting, and construction of the Boardwalk in accordance with the Boardwalk Conceptual Site Plan; and

WHEREAS, after considerable negotiations, the City and Terra have reached an agreement on terms of the Boardwalk Conceptual Site Plan for the Park, which are memorialized in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are true, correct, and incorporated herein and made a part hereof by this reference, for the mutual promises specified herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the Parties, the City and Terra hereby agree as follows:

1. **City Obligations.**

(a) *The Property:* An accurate legal description of the Property and a map of the area comprising the Park and Boardwalk Conceptual Site Plan are attached hereto as Exhibit "A". The City represents and warrants that it has the requisite interest in, and sole possession and control of, the Property to enter into this Agreement and accomplish the development of the Boardwalk Conceptual Site Plan within the Park. To the best of the City's knowledge, development of the Boardwalk Conceptual Site Plan will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to the Park or the Property.

(b) *Construction:* To accomplish the development of the Boardwalk Conceptual Site Plan, the City shall approve a change order to that certain Design-Build Construction Agreement prepared in accordance with the Construction Documents and Draft Final Cost Estimate as described in Paragraph 2 below (the "Change Order") with the general contractor for the Park, Pirtle Construction ("Pirtle"), and cause Pirtle to construct the Boardwalk as designed by Terra and approved by the City. The Park and Boardwalk shall be constructed in conformity to the Boardwalk Conceptual Site Plan, attached hereto as Exhibit "B". In addition to the base construction and installation of lighting, fencing, gates, and associated landscaping of the Boardwalk, the Change Order shall include, without limitation, the electrical, irrigation, drainage, and plumbing specifications for the Boardwalk to be performed by Pirtle or by an approved sub-contractor. The City shall conduct construction management oversight to ensure adherence to the Boardwalk Conceptual Site Plan, budget, and appropriateness of construction. The Boardwalk shall be constructed in accordance with the Florida Building and Miami-Dade County and City Codes.

(c) *Security:* The City shall provide appropriate security monitoring and signage along the Boardwalk on an ongoing basis in accordance with the Boardwalk Conceptual Site Plan. Said security measures may include installation and maintenance of cameras, restriction of Boardwalk access from dusk until dawn, and signage prohibiting fishing and loitering on the Boardwalk.

(d) *Maintenance and Operations:* The City shall provide electrical and plumbing service to the Boardwalk. The City shall be responsible for the future maintenance and operation of the Boardwalk and all improvements associated with the Boardwalk Conceptual Site Plan in connection with and as part of its maintenance and operations provided for the Park.

2. **Terra Obligations.**

(a) *Design.* Following City Commission approval of the Boardwalk Conceptual Site Plan, Terra shall have twenty-one (21) business days to submit construction documents for the City's review. It shall be Terra's responsibility to prepare and deliver, or cause to be prepared and delivered, to the City complete construction documents and specifications for the construction of the Boardwalk, including lighting, fencing, gates, and landscaping associated with the Boardwalk Conceptual Site Plan (the "Construction Documents"), except for any electrical, irrigation, drainage, and plumbing specifications to be performed by Pirtle and/or its subcontractor at the direction of the City. In addition, Terra shall prepare a cost estimate for the work associated with the Construction Documents as described in Subparagraph (b) below. The design shall conform to the Boardwalk Conceptual Site Plan. The Parties hereby acknowledge that the improvements contemplated in the Boardwalk Conceptual Site Plan have been designed to connect to the existing electrical and plumbing infrastructure that the City has provided for the Park. The Parties shall work together to finalize the design of the Boardwalk, but the City shall have final approval of the design of the Boardwalk.

(b) *Construction.* Upon finalizing the design of the Boardwalk, Terra shall prepare a final cost estimate for permitting and construction of same (the "Draft Final Cost Estimate") and shall submit it to the City for review and approval. The City shall have five (5) business days from receipt of the Draft Final Cost Estimate to approve or reject same, which the City shall provide notice of in writing to Terra. If rejected, the City shall state its reasons for said rejection and the Parties shall agree to meet and confer regarding the Draft Final Cost Estimate within five (5) business days of Terra's receipt of the City's rejection (the "Meet and Confer"). Should the Parties fail to reach a mutually acceptable resolution at the Meet and Confer regarding the Final Cost Estimate, the Parties shall, within fifteen (15) business days, obtain two (2) independent cost estimates for said construction (the "Independent Cost Estimates"). In the event that either the approved Draft Final Cost Estimate or, if the Draft Final Cost Estimate is rejected by the City, the lower of the Independent Cost Estimates, shall serve as the basis for the Change Order. The Parties acknowledge that, depending on the final design and cost of the Boardwalk improvements, additional approvals by the City Council may be required before the Change Order may be executed. Terra shall be required to tender payment for the Boardwalk improvements within thirty (30) days of receipt of written notice of the claim of payment of the Change Order by the City. The Change Order shall take into account all cost savings resulting from the approval of the Boardwalk Conceptual Plan, Construction Document, and the revisions to Pirtle's scope of work. As provided in Subparagraph 1(d) above, the Parties agree and acknowledge that the City shall provide future maintenance and operation of the Boardwalk and all improvements associated with the Boardwalk Conceptual Site Plan in connection with and as part of the City's maintenance and operations provided for the Park.

3. **Continuing Financial Obligations.** The Parties hereby agree that on-going costs associated with certain aspects of the operation and maintenance of the Boardwalk, including electrical and water service, garbage collection services at regular intervals, and routine lawn and

other landscaping maintenance services, shall be borne by the City. Terra shall have no continuing obligations relating to the Park or the Boardwalk.

4. **Time.** Acknowledging that completion of the Park is expected to occur in the June 30, 2019 and that approval of the Change Order prior to completion of the Park is the most efficient and cost effective way to accomplish the construction of the Boardwalk, the Parties agree that time is of the essence with regard to their mutual obligations. It is agreed by the Parties that any work associated with the Boardwalk shall not be considered an impact to the completion of construction of the Park or opening of the Park to the public. The City shall provide all approvals in a timely manner and shall expedite the permitting and inspection process for the Boardwalk improvements.

5. **Cooperation.** The Parties agree to cooperate in the performance of each of their obligations under this Agreement, including, but not limited, design, and construction of the Boardwalk.

6. **Authority.** The Parties have full power and authority to execute, deliver and perform all of the corresponding duties and obligations under this Agreement, and such execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of City and Terra.

7. **Mutual Indemnification.** Terra shall indemnify and hold harmless the City, its successors and assigns, harmless from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property or property rights that may arise from or be related to the negligent acts, errors, or omissions of Terra, its agents, invitees, or contractors or by any person under the control or direction of Terra, for any actions associated with Terra's obligations under Paragraph 2. This indemnity shall terminate upon Terra's fulfilling of its obligations under Paragraph 2 of this Agreement. Thereafter, City shall indemnify and hold Terra, its successors and assigns, harmless from and against, any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property or property rights that may arise from or be related to the negligent acts, errors, or omissions of the City, its agents, invitees, or contractors or by any person under the control or direction of City, for any claims arising out of the future operation by the City of the Park. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, OR LOST PROFITS AND OPPORTUNITY COSTS. THE FOREGOING LIMITATION WILL NOT APPLY TO DAMAGES AWARDED WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH THE PARTIES HAVE AN OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT

8. **Modification/Enforcement.** This Agreement may not be modified or terminated except by an instrument mutually executed by the Parties. The provisions of this Agreement

may be enforced by all appropriate actions at law and in equity by the Parties, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

9. **Default and Termination.** The occurrence of any one or more of the following events or actions will constitute a breach of this Agreement (the "Default" or an "Act of Default") by a Party: (a) Cessation of either Party to conduct business; (b) the filing of a bankruptcy petition, the determination of insolvency by one of the Parties, and/or the appointment of a receiver for administration and disposal of Party's assets; (c) the misrepresentation of any authority or warranty specified herein; and (d) a failure to perform a material covenant, duty, obligation, or representation made under this Agreement. In the event of an Act of Default, the non-defaulting Party may, immediately after the cure period detailed below, terminate this Agreement with notice of such decision to the Breaching party. If Terra fails to observe or perform any term, covenant or condition set forth in this paragraph, the City shall send notice and Terra shall have a period of cure or remedy of same within thirty (30) days of Terra's receipt of written notice from the City (each, a "Default Notice"). If such default is susceptible to cure but cannot reasonably be cured within said thirty (30) day period, then Terra shall have any additional sixty (60) day period to cure such failure and no Act of Default shall be deemed to exist hereunder so long as Terra commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) day period from the date of the Default Notice.

10. **No Joint Venture/Agency/Conveyance.** The name of this Agreement notwithstanding, nothing herein shall constitute or be interpreted as establishing a joint venture, partnership, and/or other agency relationship by and between the City and Terra. No Party shall hold itself out contrary to the terms of this Section, and no Party shall become liable by any representation, act, or omission of the contrary to this Section. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party. This Agreement shall not in any way constitute or be interpreted to convey any sort of property interest from the City to Terra or be deemed to sublease any portion of the property to Terra.

11. **Construction.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

12. **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

If to the City: Edward A. Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

with copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

If to Terra: David Martin
Terra Doral Commons Residential, LLC
Terra Doral Commons Commercial, LLC
2655 S. Bayshore Drive, Suite 1020
Miami, Florida 33133

with copy to: Tracy R. Slavens, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

with copy to: Victor M. Diaz, Esq.
VM Diaz & Partners, LLP.
119 Washington Avenue Suite 402
Miami Beach, FL 33139

13. **Force Majeure.** Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order, or regulation, or order of any court or jurisdiction (a "Force Majeure"), the restricted Party will not be in breach hereof and the performance or obligation of such Party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance. In such event, the Parties will make reasonable efforts to determine sufficient "make goods" allowing the restricted Party to satisfy its obligations hereunder. The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

14. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal, meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

15. **Non-Assignment.** The Parties shall not assign or otherwise transfer any of their respective rights and obligations under this Agreement without the prior written consent of the other parties, which consent can be granted or withheld in the non-assigning Party's sole discretion.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

17. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Terra and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. 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.


18. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

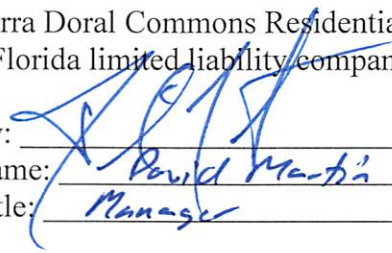
[This space intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Witnessed by:

Terra Doral Commons Residential, LLC,
a Florida limited liability company


Name: Adam Adler

By: 
Name: David Martin
Title: Manager



Name: Lauren Carra

Address: 2655 S. Bayshore Drive, Suite 1020
Miami, Florida 33133

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this, 15 day of August, 2018 by David Martin as Manager (office-held) of Terra Doral Commons Residential, LLC who is personally known to me or produced Residential, LLC as identification.

Name: 
Sandra Ramos
Notary Public State of Florida
Commission No.: FF946922

My commission expires: 4/30/2020



Witnessed by:

Terra Doral Commons Commercial, LLC,
a Florida limited liability company

[Signature]
Name: Adam Adler

By: [Signature]
Name: David Martin
Title: Manager

[Signature]
Name: Lauren Carr

Address: 2655 S. Bayshore Drive, Suite 1020
Miami, Florida 33133

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

SS:


The foregoing instrument was acknowledged before me this 15 day of August, 2018 by David Martin as Manager (office-held) of Terra Doral Commons Commercial, LLC who is personally known to me or produced Commercial, LLC as identification.

Name: [Signature]
Sandra Ramos
Notary Public State of Florida
Commission No.: 5946922

My commission expires: 4/30/2020

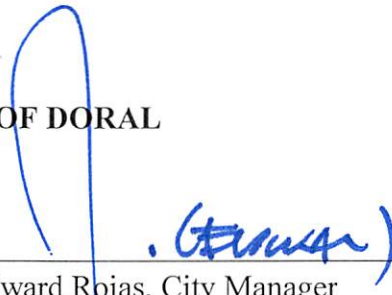


Attest:



Connie Diaz, CMC, City Clerk

CITY OF DORAL


By: _____
Edward Rojas, City Manager
Date: 8.31.18

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

EXHIBIT "A"

Legal Description

EXHIBIT A

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; Thence North 01 degrees 44 minutes 25 seconds West, along the East line of said Section 8 for a distance of 728.01 feet to the POINT OF BEGINNING of the following described parcel of land; Thence South 89 degrees 39 minutes 25 seconds West for a distance of 885.77 feet; Thence North 01 degrees 44 minutes 24 seconds West for a distance of 491.99 feet; Thence North 89 degrees 39 minutes 25 seconds East for a distance of 885.76 feet to a point on the East line of said Section 8; Thence South 01 degrees 44 minutes 25 seconds East for a distance of 491.99 feet to the POINT OF BEGINNING.

Exhibit "B"

Boardwalk Conceptual Site Plan

PASCUAL, PEREZ, KIILIDDJIAN & ASSOC.

AT THE BEACON CENTER
1300 NW 64th AVENUE
DORAL, FLORIDA 33126
TELEPHONE: (305) 592-7363
FACSIMILE: (305) 592-6865
<http://www.ppkarch.com>

CERTIFIED ARCHITECT, F.A.A.
PASCUAL, PEREZ, KIILIDDJIAN & ASSOC.
ARCHITECTS, P.A.
1300 NW 64th Avenue, Suite 200
Doral, Florida 33126
Tel: (305) 592-7363
Fax: (305) 592-6865
www.ppkarch.com

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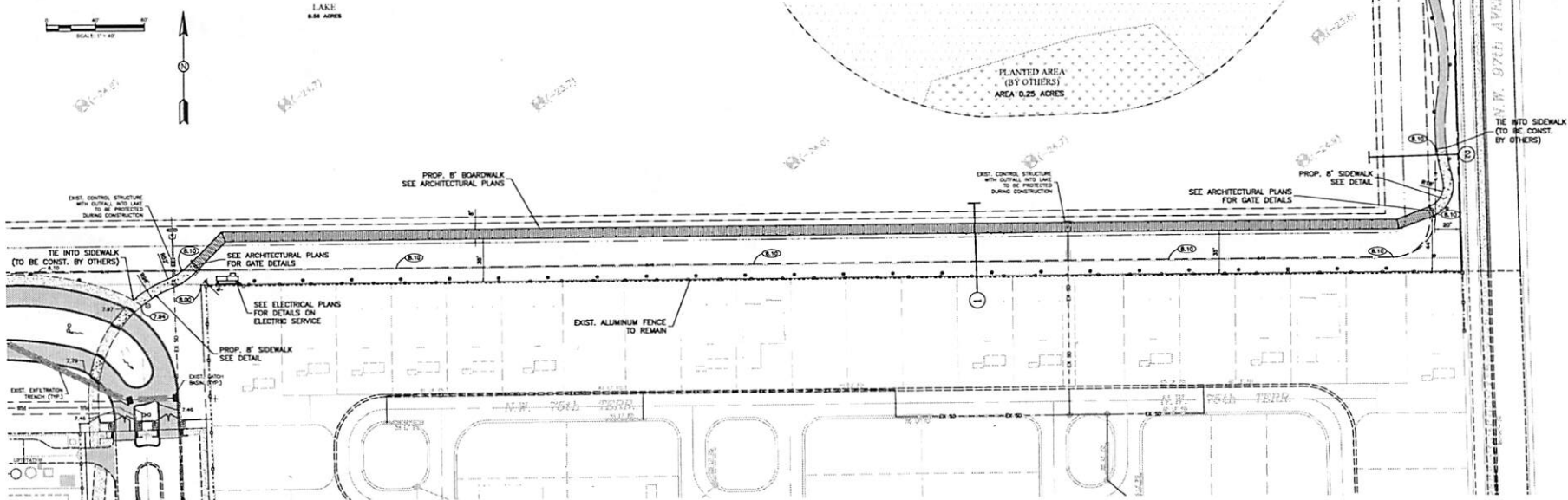
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- 12.00 ARCHITECTURAL SECTION

**PASCUAL
PEREZ
KIILIDDJIAN
& ASSOCIATES**
ARCHITECTS, PLANNERS
LICENSE # AA 26401357
EDUARDO PEREZ, AIA
LICENSE # AR 0019394
MUSTAFA KIILIDDJIAN, AIA
LICENSE # AR 0062654
PETER KIILIDDJIAN, RA
LICENSE # AR 0093067

**SCOPE OF WORK
PROPOSED BOARDWALK AT LAKE SOUTH SIDE**

GLADES PARK BOARDWALK

FLORIDA BLDG. CODE 2017
REV. (I) 6-18-18
REV. (J) 7-16-18



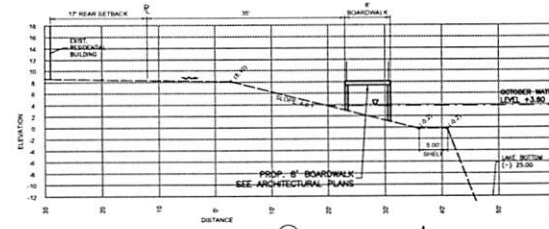
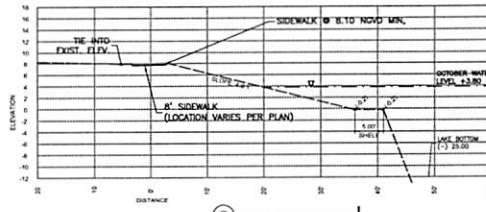
- LEGEND**
- PROPOSED BOARDWALK
 - PROPOSED CONCRETE SIDEWALK
 - ASPHALT (BY OTHERS)
 - CONCRETE (BY OTHERS)
 - EXISTING ALUMINUM FENCE
 - TOP OF BANK
 - PROPOSED GRADE



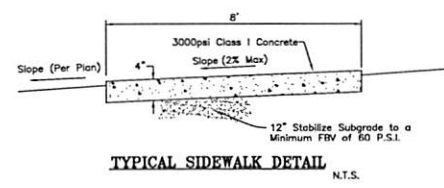
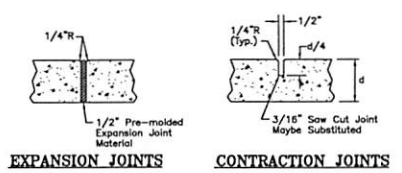
Know what's below.
Call before you dig.

NOTES:

1. ALL ELEVATIONS REFERENCE NOV029.
2. ALL GRADES SHALL BE VERIFIED WITH DORAL COMMONS FINAL GRADING RECORD DRAWINGS.
3. CONSTRUCTION OF BOARDWALK SHALL BE COORDINATED WITH CONSTRUCTION OF DORAL GLADES PARK PROJECT, AS NECESSARY.
4. TIE-IN ELEVATIONS WILL REQUIRE FIELD VERIFICATION.
5. FINAL RECORD DRAWING GRADING PLANS FOR DORAL COMMONS SHALL BE REVIEWED PRIOR TO CONSTRUCTION.
6. IT IS THE INTENT OF THESE PLANS TO COMPLY WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION.
7. DADE COUNTY FLOOD CRITERIA 7.10 NOV02.
8. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE DIRECTED BY THE ENGINEER AS REQUIRED.
9. EROSION CONTROL MEASURES SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN EVENT FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
10. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
11. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
12. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.
13. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
14. TURBIDITY SCREENS OR EQUIVALENT SHALL BE PROPERLY EMPLOYED AND MAINTAINED AS NECESSARY DURING CONSTRUCTION ACTIVITIES SO THAT TURBIDITY LEVELS DO NOT EXCEED 29 NTUS ABOVE NATURAL BACKGROUND 50 FEET DOWNSTREAM OF POINT OF DISCHARGE. IF TURBIDITY LEVELS EXCEED THESE LIMITS, PROJECT ACTIVITIES SHALL IMMEDIATELY CEASE, AND WORK SHALL NOT RESUME UNTIL TURBIDITY LEVELS DROP TO WITHIN THESE LIMITS.
15. CONTRACTOR SHALL SOO GRASS AREAS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
16. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
17. THE REQUIREMENTS LISTED ABOVE SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS THE CONTRACTOR DEEMS NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT.



LAKE CROSS SECTIONS
SCALE: 1"=10'



PASCUAL PEREZ KILIDDJIAN & ASSOCIATES
ARCHITECTS - PLANNERS
LICENSE # A.A. 28003307
EDUARDO PEREZ, AIA
LICENSE # A.A. 0015364
MARIO P. PASCUAL, AIA
LICENSE # A.A. 0006254
PETER KILIDDJIAN, AIA
LICENSE # A.A. 0003067
AT THE BEACON CENTER
1300 NW 84th AVENUE
DORAL, FLORIDA 33126
TELE: (305) 592-1363
FAX: (305) 592-6865
http://www.ppkarch.com

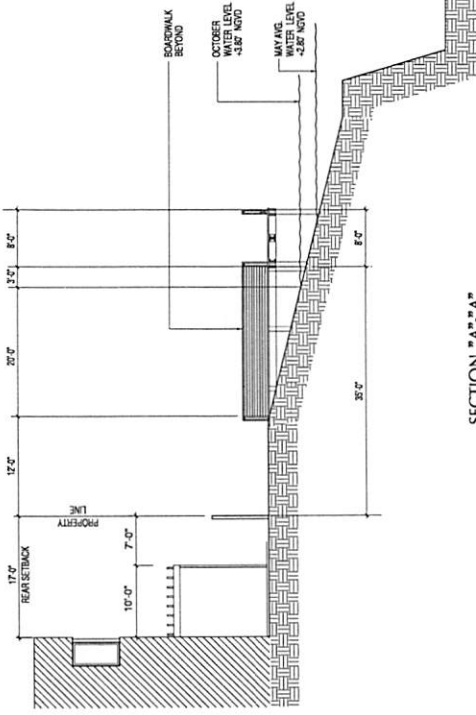
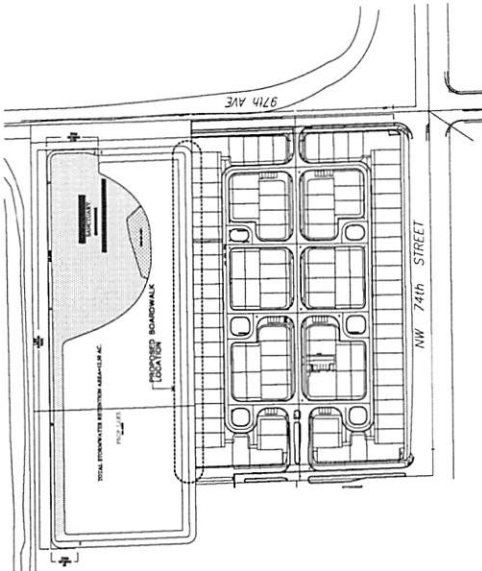
OWNER:
TERRA GROUP
2845 SOUTH BAYSHORE DRIVE
COCONUT GROVE, FL 33133
PHONE: 305.444.5566
FAX: 305.777.3040

GLADES PARK BOULEVARD
CITY OF DORAL, FLORIDA

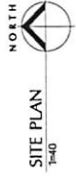
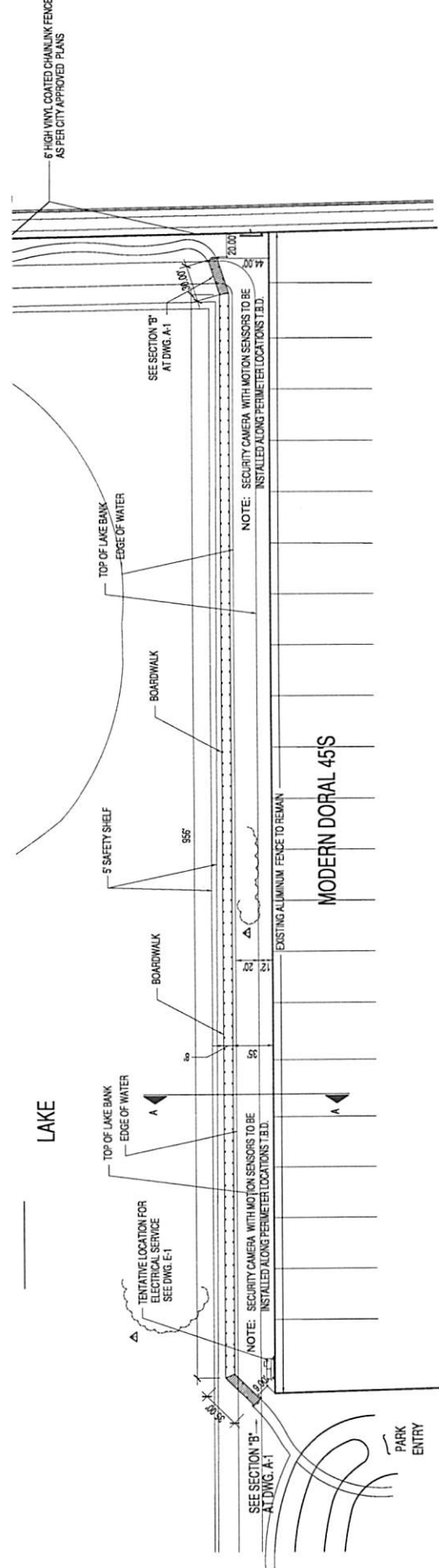
SCALE:
BOARDWALK
CIVIL ENGINEERING PLAN
DATE: 01.24.2018
SCALE: AS SHOWN
DRAWN BY: A.S.
CHECK BY: MF/DGG
JOB NO.: 12-40

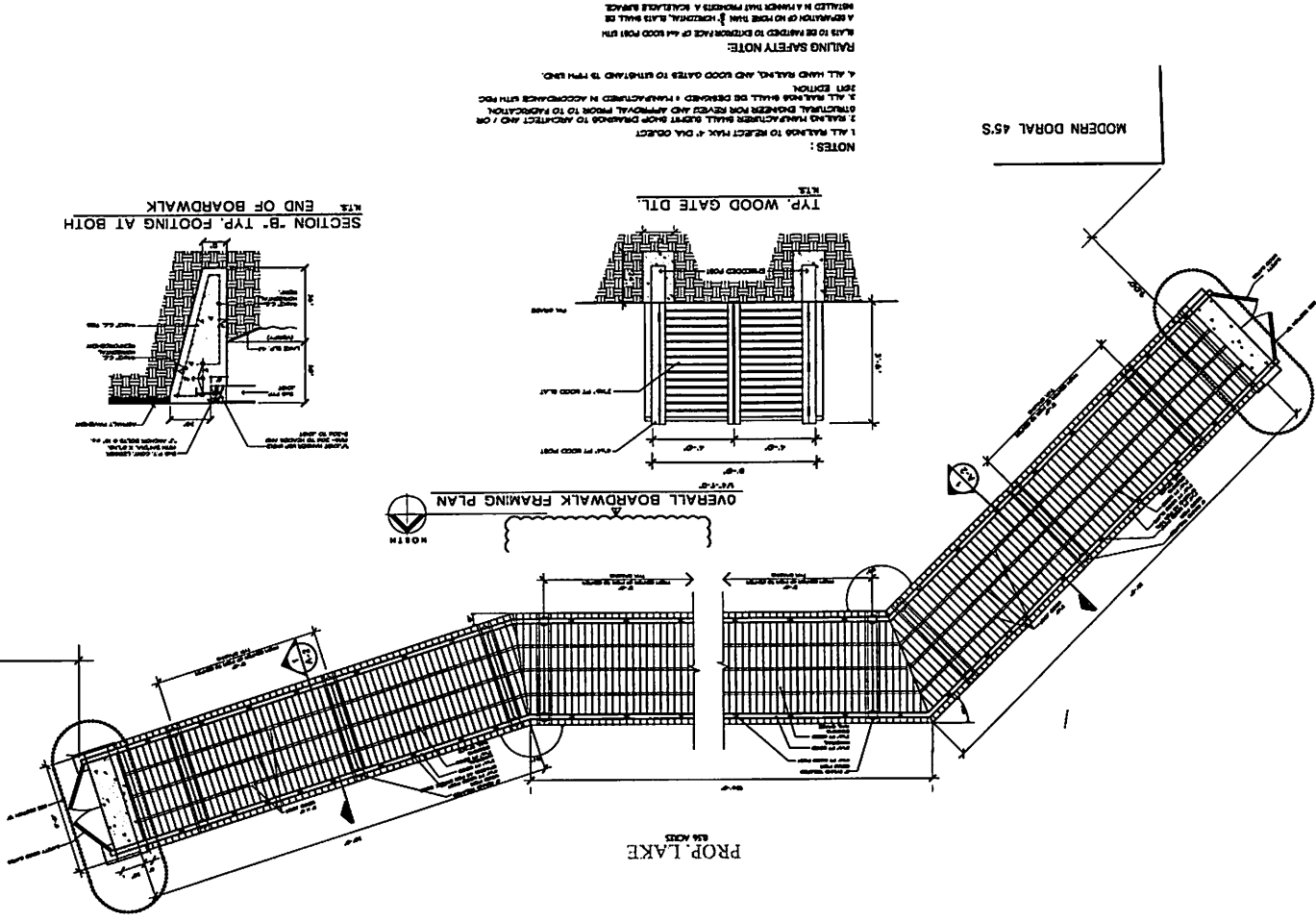


C-1
SHEET NO.:



SECTION "A"-A"
 1/8"=1'-0"





NOTES:

1. ALL MATERIALS TO SELECT MAX. 4" DIA. OBJECT.
2. RAILING FABRICATORS SHALL SUBMIT SHOP DRAWINGS TO ARCHITECT AND / OR STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
3. ALL RAILINGS SHALL BE DESIGNED & FABRICATED IN ACCORDANCE WITH FRC 2017 EDITION.
4. ALL HAND RAILING, AND GROUND GATES TO REMAIN TO REMAIN TO THE LAND.

RAILING SAFETY NOTE:

PLATS TO BE NIPPED TO EXPOSE FACE OF 4x4 WOOD POST WITH A SEPARATION OF NO MORE THAN 1/8" HORIZONTAL. PLATS SHALL BE INSTALLED IN A MANNER THAT PROVIDES A CALCULABLE SPACE.

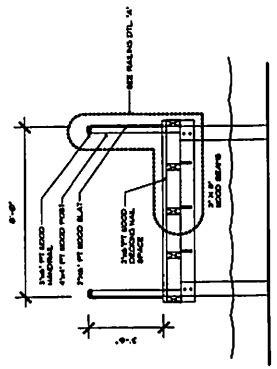
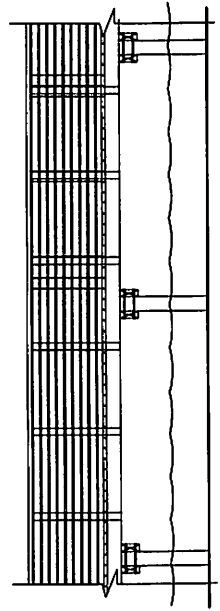
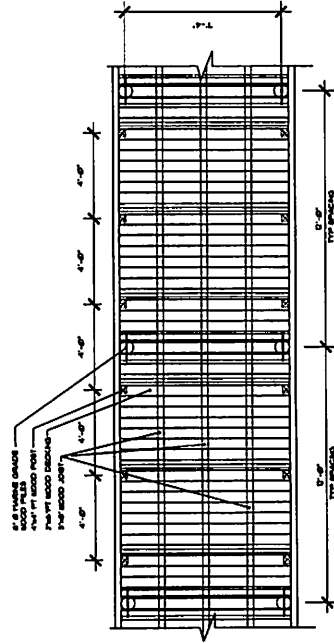
SECTION 'B' TYP. FOOTING AT BOTH ENDS OF BOARDWALK

TYP. WOOD GATE DET.

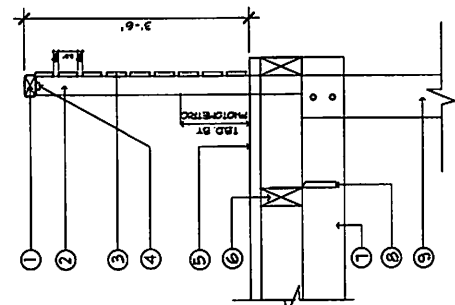
OVERALL BOARDWALK FRAMING PLAN

MODERN DORAL 45'S

PROP. LAKE




- GENERAL NOTES :**
1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS OTHERWISE NOTED.



1. GALVANNEAL 3"x6" PT. 160 DOORSE SOUTHERN PINE
2. 2"x4" SILL PLAG
3. 2"x4" SILL PLAG
4. 2"x4" SILL PLAG
5. 2"x4" SILL PLAG
6. 2"x4" SILL PLAG
7. 2"x4" SILL PLAG
8. 2"x4" SILL PLAG
9. 2"x4" SILL PLAG

NOTE:
 ALL RAILINGS TO MEET 4" DIA. COLLECT

REVISIONS	
NO.	DATE



DESIGN + ENGINEERS

SUNSET BUILDING SOLUTIONS, INC.

 10482 NW 31 TERACE DORAL, FL 33172

 PHONE: (786) 597-4022

 e-mail: sunsetbuilding@sunsetbbs.com

THESE DRAWINGS & SPECIFICATIONS ARE PREPARED BY SUNSET BUILDING SOLUTIONS, INC. FOR THE PROJECT DESCRIBED HEREIN. THE CLIENT HAS REVIEWED AND APPROVED THESE DRAWINGS & SPECIFICATIONS. THE CLIENT'S REVIEW AND APPROVAL DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. SUNSET BUILDING SOLUTIONS, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS & SPECIFICATIONS. THE CLIENT'S REVIEW AND APPROVAL DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. SUNSET BUILDING SOLUTIONS, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS & SPECIFICATIONS.

GLADES PARK BOARDWALK

DORAL, FLORIDA

DATE: 7-14-2016

 SCALE: AS SHOWN

 CHECKED:

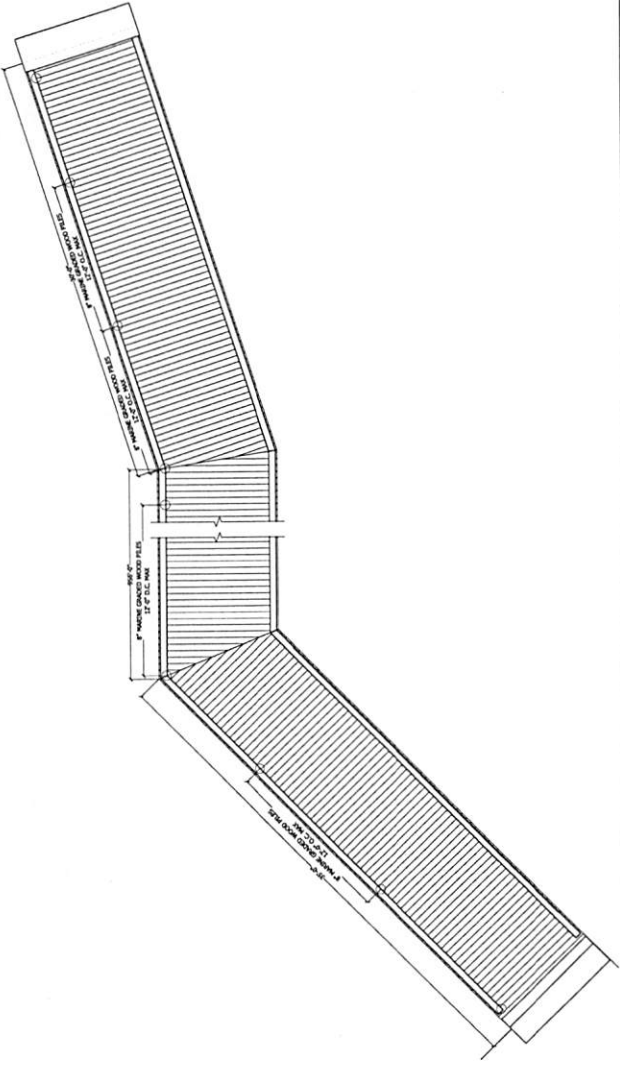
 DESIGNED: SBS

 DRAWN: SBS

SD-1

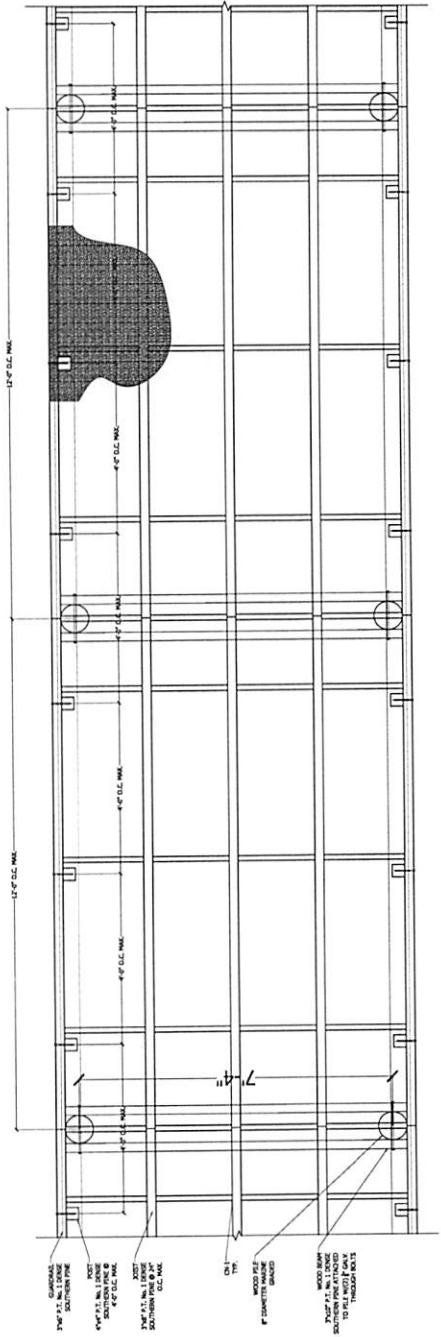
 DRAWING NO.

 SHEET 1 OF 2



1 BOARDWALK PLAN VIEW

 SCALE: 3/4"=1'-0"



2 DECK PLAN VIEW TYP.

 SCALE: 3/4"=1'-0"

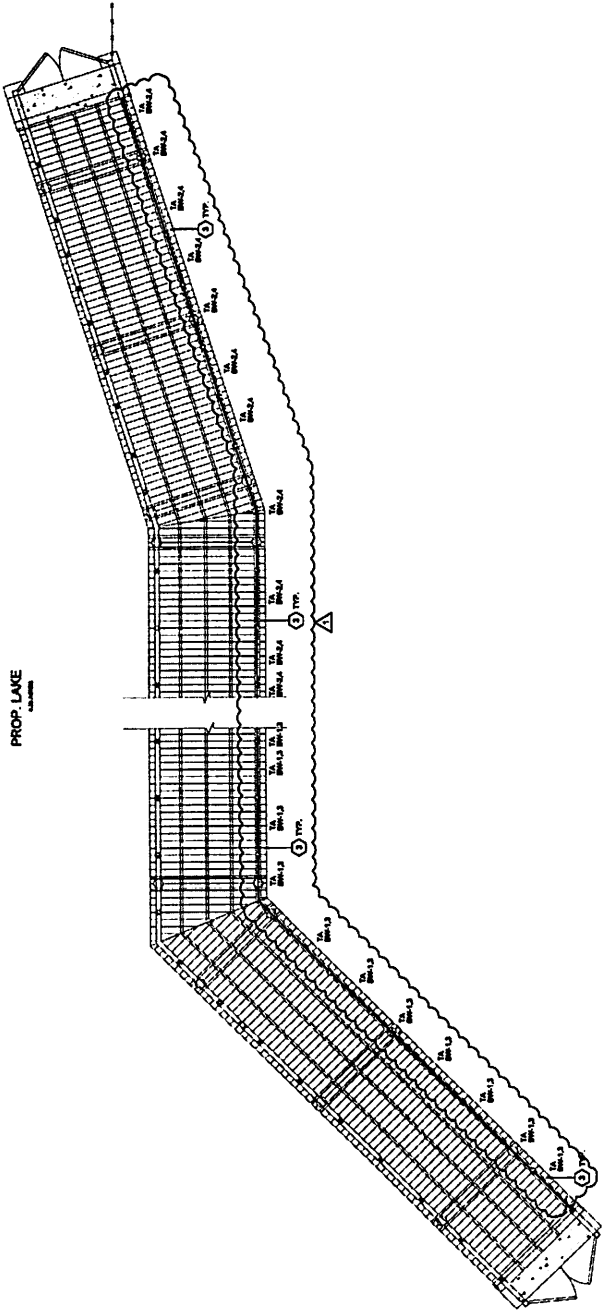


GENERAL NOTES

- REFER TO THE FOLLOWING GENERAL NOTES, NOTES SHEET E-2, AND ELECTRICAL PANEL SCHEDULES SHEETS E-3, E-4, AND E-5.
- REVIEW AND COORDINATE WITH ALL TRADE CONTRACTORS AND PROVIDE ALL NECESSARY INFORMATION TO THE CONTRACTOR FOR COORDINATION WITH ELECTRICAL CONTRACTORS AND MECHANICAL CONTRACTORS.
- CONCRETE SHALL BE 4000 PSI STRENGTH CONCRETE WITH 4% FIBER. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE.
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SHEET KEYNOTES

- SEE ELECTRICAL PANEL SCHEDULE FOR ALL BRANCH CIRCUITS. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE.
- SEE ELECTRICAL PANEL SCHEDULE FOR ALL BRANCH CIRCUITS. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN CONCRETE.
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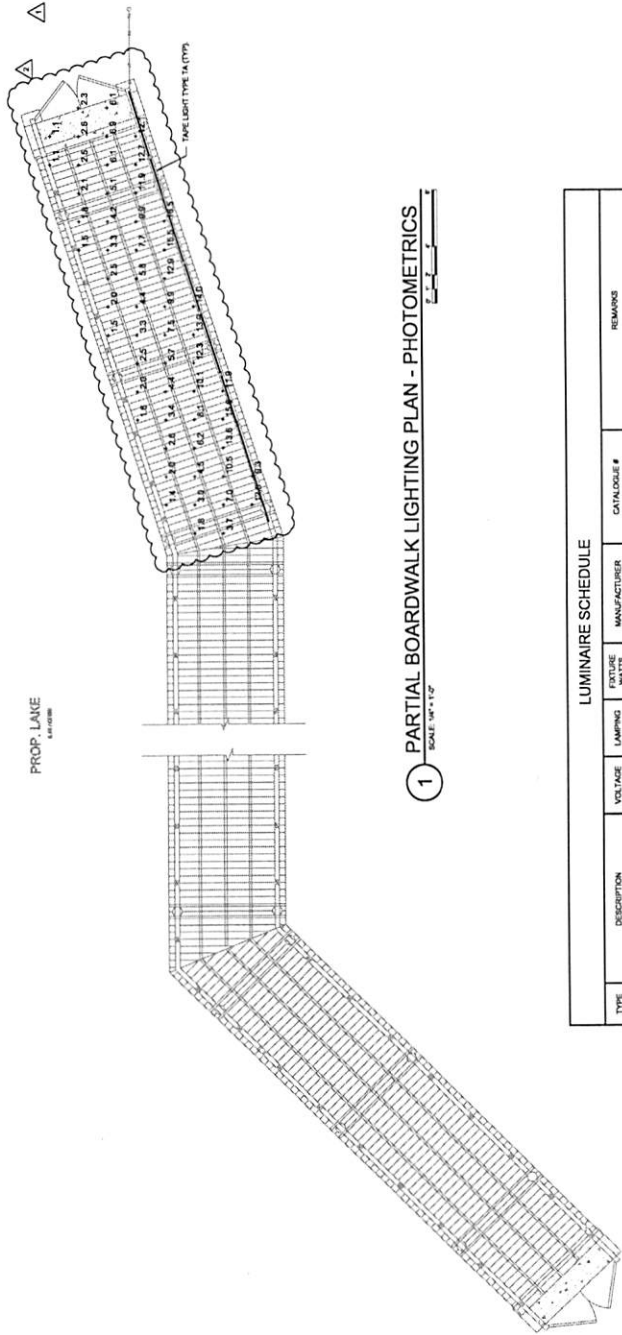


1 OVERALL BOARDWALK LIGHTING PLAN



GENERAL NOTES

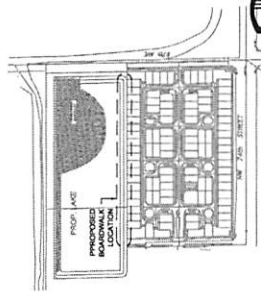
- REFER TO THE FOLLOWING SYMBOL LEGENDS, NOTES, DWGS. AND ELECTRICAL PANEL SCHEDULES (TWO E.F.)
- VERIFY ALL WORK IS IN ACCORDANCE WITH THE SPECIFICATIONS FOR EQUIPMENT WITH ELECTRICAL CONNECTIONS, COORDINATE EXACT MOUNTING LOCATIONS WITH THE SPECIFIC TRADE AND CONTRACTOR.
- NEARBY CONDUITERS USE FOR 120 VOLT BRANCH CIRCUITS SHALL BE PROVIDED FOR 120 VOLT BRANCH CIRCUITS WITH 1/2" RIGID CONDUIT. BRANCH CIRCUITS SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELS. CONDUIT SHALL BE 1/2" RIGID CONDUIT. BRANCH CIRCUIT PANELS SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELS. CONDUIT SHALL BE 1/2" RIGID CONDUIT. WIRE SIZE OF BRAND SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELS. CONDUIT SHALL BE 1/2" RIGID CONDUIT. EQUIPMENT GROUNDING CONNECTION SHALL ALSO BE PROVIDED PER N.E.C. ARTICLE 250.118 REQUIREMENTS.
- IF A NEW BRANCH CIRCUIT IS REQUIRED TO BE INSTALLED, IT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE N.E.C. ARTICLE 250.118.
- ALL BRANCH CIRCUITS SHALL BE RUN WITH AN INDIVIDUAL NEUTRAL WIRE. BRANCH CIRCUITS SHALL NOT SHARE NEUTRAL WIRE.
- ALL BRANCH CIRCUITS SHALL BE IDENTIFIED BY TAGS, BUNDLES AND CIRCUIT NUMBERS IN ALL CABINETS, JUNCTION BOXES, WIRING TROUSERS, ENCLOSURES, SPLICES OR TERMINATION POINTS, ETC.
- A NEW TYPED PANELBOARD DIRECTORY CARD SHALL BE PROVIDED FOR THE PANELBOARD. NEW TYPED DIRECTORY CARDS SHALL BE LOCATED ON THE INSIDE DOOR OF ASSOCIATED PANELS.



LUMINAIRE SCHEDULE

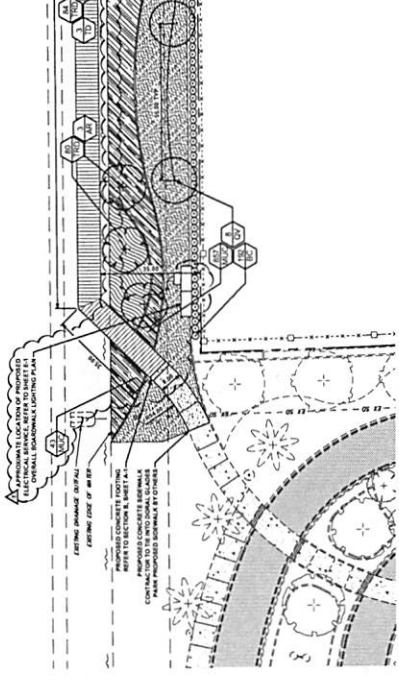
TYPE	DESCRIPTION	VOLTAGE	LAMPING	FIXTURE HANGING	MANUFACTURER	CATALOGUE #	REMARKS
TA	LUMI. LED 1.5 WATT	200V	115 LUMI. LED 1.5 WATT	1.5 WATT	LUMI. LED 1.5 WATT	L1 HMMT 27KLS-NC	CONTRACTOR TO VERIFY MANUFACTURER AND SUBMIT PHOTOGRAPH OF THE PRODUCT TO THE ARCHITECT FOR APPROVAL. ELECTRICAL CONTRACTOR SHALL PROVIDE 2\"/>

- LUMINAIRE SCHEDULE NOTES**
- CONTRACTOR SHALL VERIFY ALL MANUFACTURER'S INSTRUCTIONS, EQUIPPED WITH THE PROPER TYPE, NUMBER OF LEDS, INCLUDING KELVIN TEMPERATURE AND WATTAGE, AND ALL IN GOOD OPERATING CONDITION.
 - CONTRACTOR SHALL VERIFY ALL MOUNTING PRIOR TO PURCHASING FIXTURES AND REQUIRED MOUNTING ACCESSORIES.
 - VERIFY EXACT HEIGHT AND LOCATIONS OF ALL WALL MOUNTED LUMINAIRE WITH ARCHITECTURAL ELEVATIONS PRIOR TO ANY ROUGH-IN.
 - FINAL COLOR SELECTION OF THE WORK, EACH LUMINAIRE MUST BE CLEARED PER MANUFACTURER'S INSTRUCTIONS, EQUIPPED WITH THE PROPER TYPE, NUMBER OF LEDS, INCLUDING KELVIN TEMPERATURE AND WATTAGE, AND ALL IN GOOD OPERATING CONDITION.



PLANT LEGEND

SYMBOL	CODE	COMMON NAME / BOTANICAL NAME
(+)	SY	Live Oak / Quercus virginiana
(+)	AL	Red Maple / Acer rubrum
(+)	CE	Green Buttonwood / Conocarpus erectus
(+)	TD	Red Cyperus / Scirpus brachyotus
(+)	BC	Cardinal Flower / Begonia rex
(+)	MC	Pin Mallee / Melaleuca cajuputi
(+)	TD	Forked Cordgrass / Sporobolus vaginatus
(+)	SD	St. Augustine Grass / Stenotaphrum secundatum



PASCUAL PEREZ & ASSOCIATES
 ARCHITECTS & LANDSCAPE ARCHITECTS
 EDUARDO PEREZ, AIA
 LICENSE No. 148 020704
 PASCUAL PEREZ, AIA
 LICENSE No. 148 020704
 AT THE BEACON CENTER
 1300 NW 84th AVENUE
 SUITE 100
 MIAMI, FL 33150
 TELEPHONE: 305 592-4665
 FACSIMILE: 305 592-4665
 http://www.ppparch.com

THINK GROUP
 LANDSCAPE ARCHITECTS
 COUCHILLI DAVIES, R. LIND
 MICHELLE WATSON
 MICHELLE WATSON
 MICHELLE WATSON

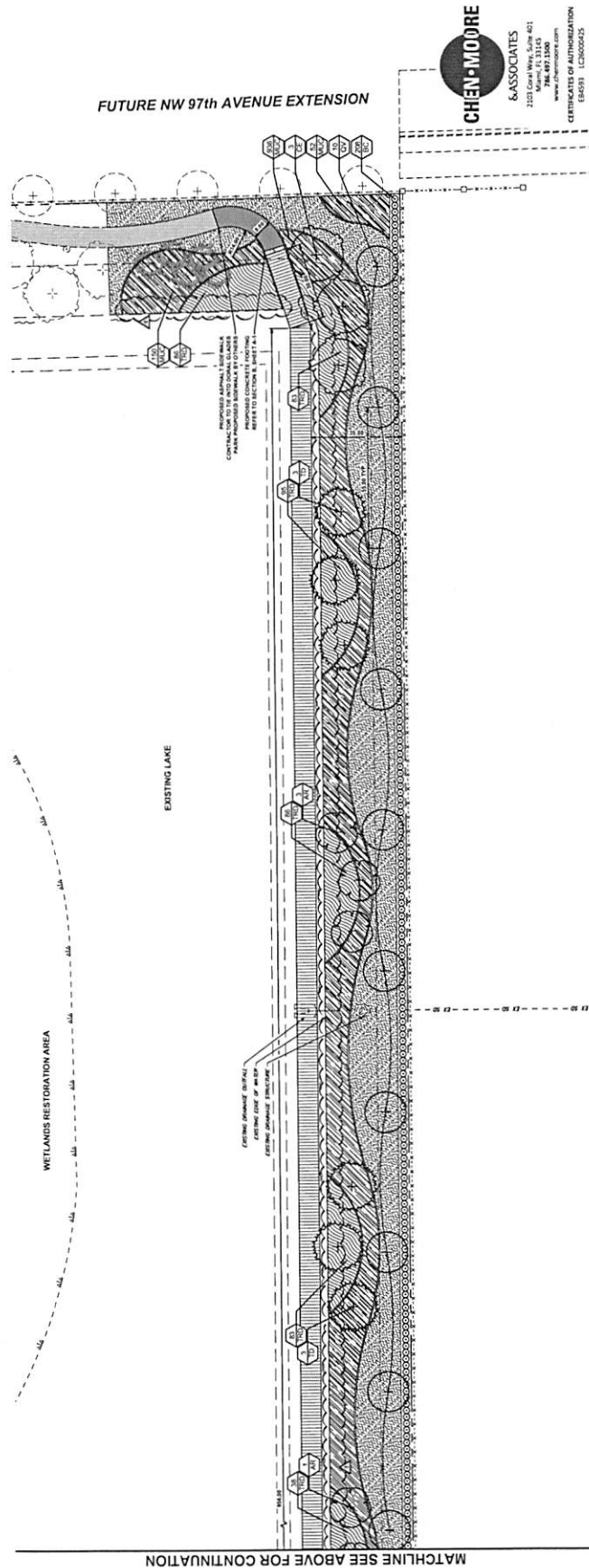
GLADES PARK BOULEVARD
 CITY OF DORAL, FLORIDA

BOARDWALK

LANDSCAPE PLAN
 DATE: 01/24/2018
 SCALE: AS SHOWN
 DRAWN BY: JMB
 CHECK BY: JMB
 JOB NO.: 18001

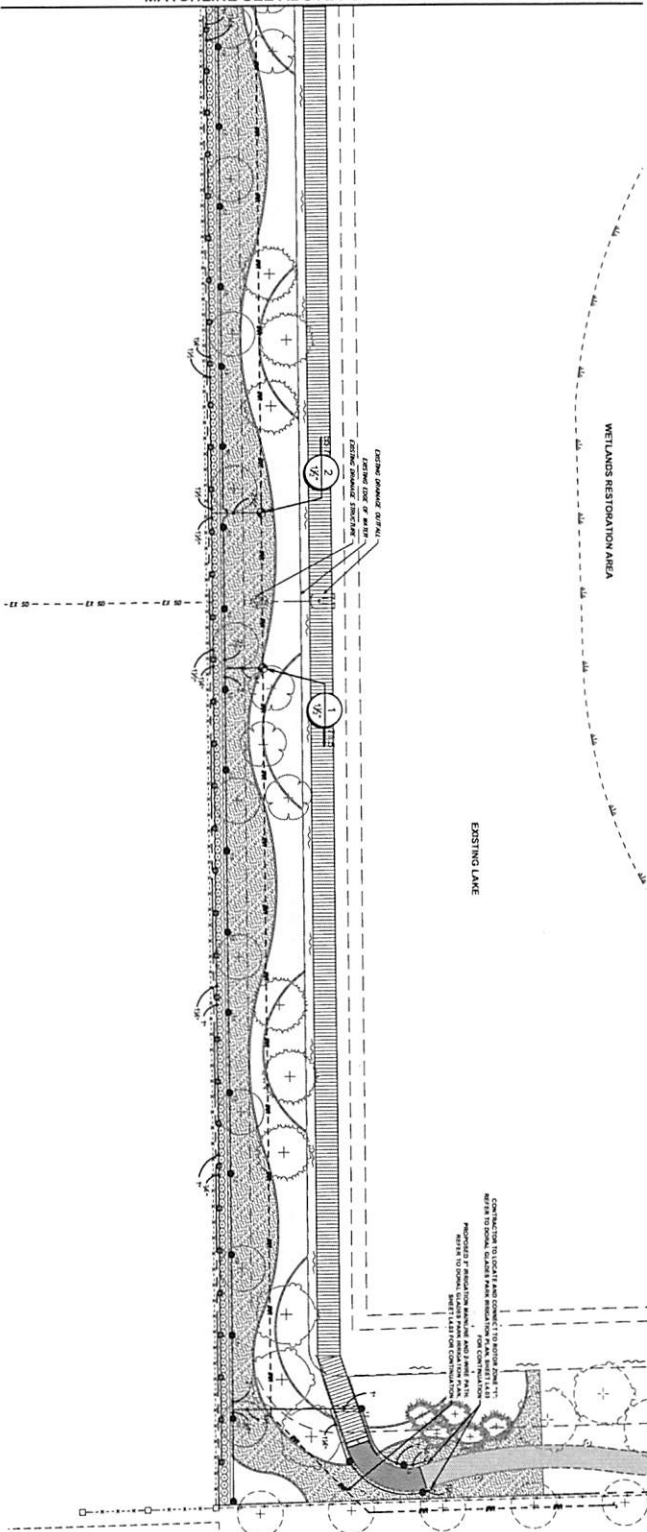
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SHEET NO.:



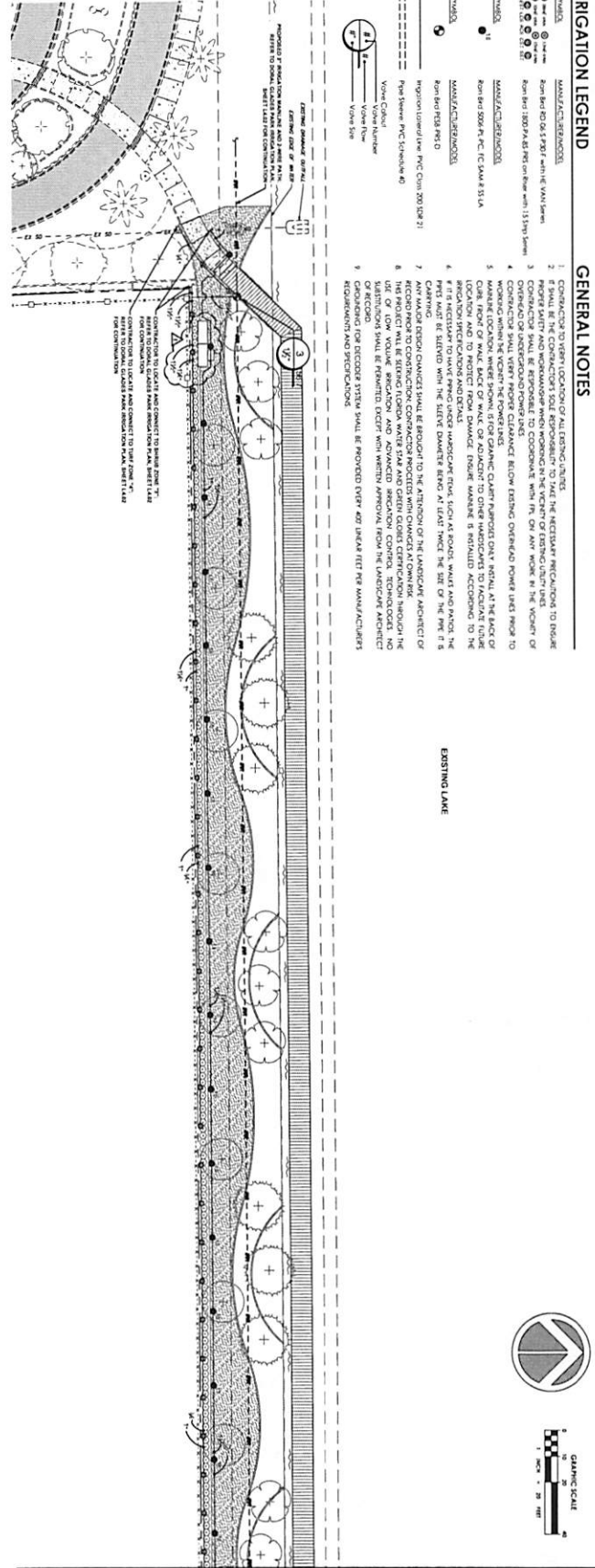
CHEN-MOORE & ASSOCIATES
 2201 Coral Way, Suite 401
 Miami, FL 33135
 Tel: 305.441.1111
 www.chenmoore.com
 CERTIFICATE OF AUTHORIZATION
 EB4593 - LC20000425

MATCHLINE SEE ABOVE FOR CONTINUATION



FUTURE NW 97th AVENUE EXTENSION

CHEN+MIDORE
 ASSOCIATES
 2101 Coral Way, Suite 402
 Coral Gables, FL 33134
 Phone: 305.441.1100
 www.chenmidore.com
 CERTIFICATES OF AUTHORIZATION
 EB993 LC2000223



MATCHLINE SEE BELOW FOR CONTINUATION

IRRIGATION LEGEND

- 1. MAJOR IRRIGATION
- 2. MINOR IRRIGATION
- 3. VALVE
- 4. RISER
- 5. CONDUIT
- 6. PIPE
- 7. MANHOLE
- 8. CHECK VALVE
- 9. FLOW METER
- 10. PUMP
- 11. ELECTRICAL
- 12. IRRIGATION SYSTEM
- 13. IRRIGATION SYSTEM
- 14. IRRIGATION SYSTEM
- 15. IRRIGATION SYSTEM
- 16. IRRIGATION SYSTEM
- 17. IRRIGATION SYSTEM
- 18. IRRIGATION SYSTEM
- 19. IRRIGATION SYSTEM
- 20. IRRIGATION SYSTEM

GENERAL NOTES

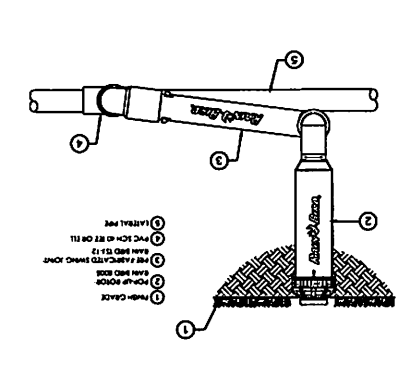
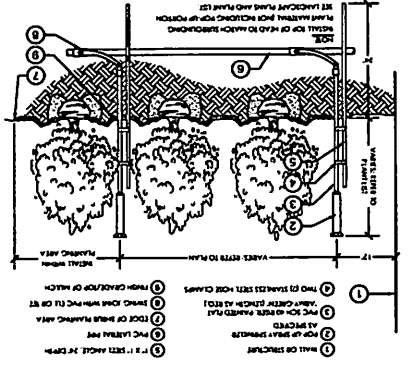
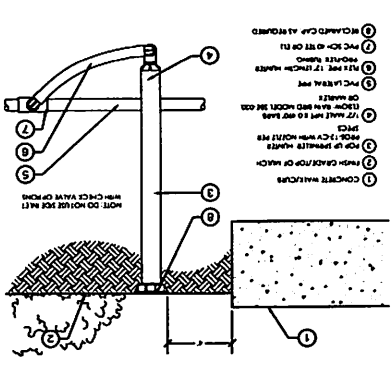
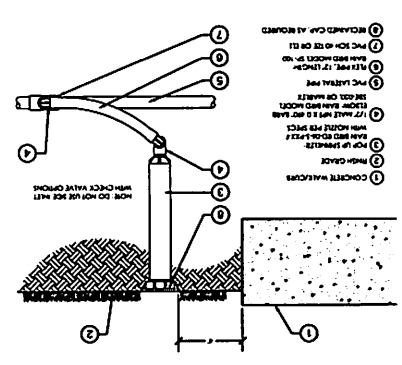
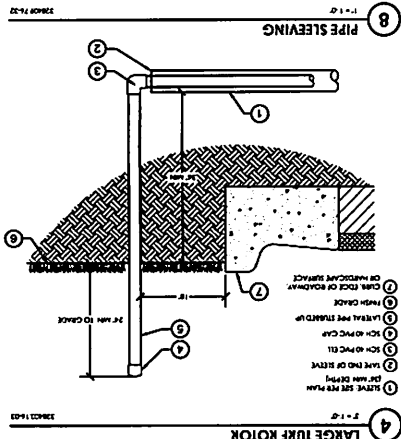
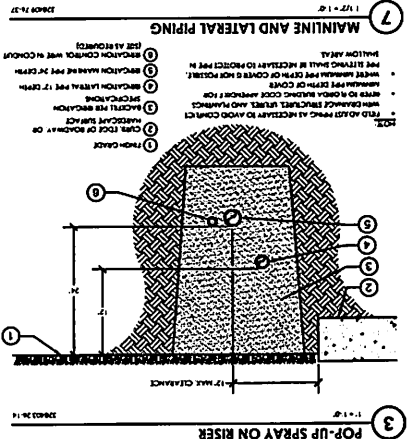
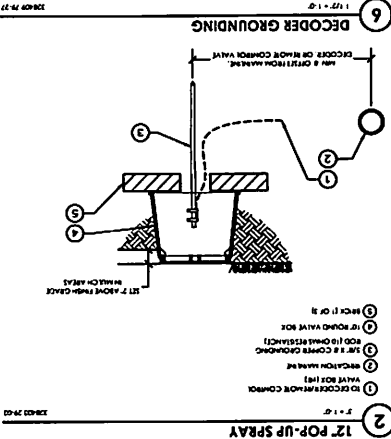
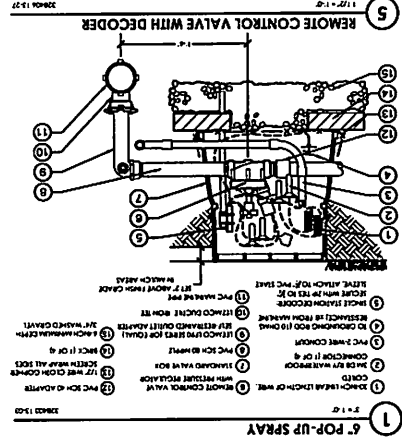
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
3. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE CITY OF DORAL IN THE EVENT OF CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE CITY OF DORAL IN THE EVENT OF CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES.
5. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE CITY OF DORAL IN THE EVENT OF CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES.
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20. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE CITY OF DORAL IN THE EVENT OF CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES.

PASQUAL PREZ KILIDDJIAN & ASSOCIATES
 1000 NW 86th Avenue
 Fort Lauderdale, FL 33308
 Phone: 954.578.8866
 www.pasqualprez.com

CHEN+MIDORE ASSOCIATES
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GLADES PARK BOULEVARD
 CITY OF DORAL, FLORIDA

IRRI
 TITLE: IRRIGATION PLAN
 PROJECT: GLADES PARK BOULEVARD
 DATE: 06/19/2018
 SCALE: AS SHOWN
 SHEET NO.: L-3



IRRIGATION SCHEDULE

ITEM	MANUFACTURER/TYPE	QUANTITY	NOTES
1	CONCRETE WALL/CURB	2	1\"/>
2	RUSH-GRADE	2	1\"/>
3	POP UP SPRINKLER	2	1\"/>
4	1/2\"/>		
5	RUSH-GRADE	4	1\"/>
6	CONCRETE WALL/CURB	4	1\"/>
7	1\"/>		
8	1\"/>		
9	1\"/>		
10	1\"/>		
11	1\"/>		
12	1\"/>		
13	1\"/>		
14	1\"/>		
15	1\"/>		
16	1\"/>		
17	1\"/>		
18	1\"/>		
19	1\"/>		
20	1\"/>		
21	1\"/>		
22	1\"/>		

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RESOLUTION No. 18-25

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE A PUBLIC PRIVATE PARTNERSHIP AGREEMENT WITH TERRA DORAL COMMONS, IN SUBSTANTIALLY THE FORM PROVIDED, FOR THE ENHANCEMENT OF A LAKEFRONT BOARDWALK AMENITY AT DORAL GLADES PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, CREATE THE NECESSARY DEPOSIT ACCOUNTS, AND EXPEND RECEIVED FUNDS IN FURTHERANCE HEREOF; AUTHORIZING THE CITY MANAGER TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF DORAL GLADES PARK BY THE CORRESPONDING AMOUNT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") developed Doral Glades Park (the "Park") as a place in which the community can gather to enjoy nature in a safe environment that is representative of the beautiful City of Doral. Covering roughly 25 acres, the Park will be located on NW 74th Street between NW 97th Avenue and NW 104th Avenue, will encourage conservation and outdoor recreation, and include amenities such as: viewing platform, fishing pier, kayak launch, educational boardwalk, nature center, interpretive signs, and native plantings; and

WHEREAS, during the final design phase of the project, the City was approached by Terra Doral Commons ("Terra") with the idea of partnering to improve the design of the Park with the purpose of developing a lakefront boardwalk amenity within the park. After conversations with City staff, Terra developed a conceptual site plan design for the boardwalk along the south side of the lake (the "Boardwalk"); and

WHEREAS, the proposed Public Private Partnership Agreement between the City and Terra, in substantially the form attached hereto as Exhibit "A" (the "P3 Agreement"),

would require that Terra bare all costs associated with the design and construction of the Boardwalk and adjacent area. This includes any costs incurred associated with the design and construction coordination by the City's design team and contractor to execute the Boardwalk work; and

WHEREAS, the City previously entered into a similar arrangement with Millenia Atlantic University ("MAU") to enhance a green space at the Police substation into a pocket park. There, MAU similarly provided the funds for design and construction of the enhancement and the City folded the new scope of work into its agreement with the project contractor; and

WHEREAS, funds received from Terra for this work will be deposited into an account and utilized to pay the City's design team and contractor to execute the work.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Public Private Partnership Agreement for the enhancement of a lakefront boardwalk amenity at Doral Glades Park between the City and Terra, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to such non-material changes as may deemed necessary by the City Manager to further the interests of the City and approval by the City Attorney as to form and legal sufficiency.

Section 3. Authorization. The City Manager is hereby authorized to finalize and execute the P3 Agreement with Terra. This Authorization does not create or confer

any rights to Terra Doral Commons. The City Manager is further authorized to create the necessary financial accounts to receive and expend funds in furtherance hereof.

Section 4. Construction Budget. The City Manager is further authorized to execute documents to increase to the Guaranteed Maximum Price for the construction of Doral Glades Park by the corresponding amount necessary to complete the boardwalk improvement contemplated in the P3 Agreement, acknowledging that same is being paid directly to the City by Terra.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 2018.



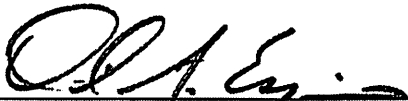
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY