CONSTRUCTION AGREEMENT

Construction Agreement No.: 2021-C-691-00034

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) 1001 NW 111 Ave, Miami, FL 33172 (hereinafter referred to as the "DEPARTMENT") and City of Miami Beach, Florida (Address) 1700 Convention Center Drive, Miami Beach, FL 33139 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR SR 907 Section 037 Subsection 000 from Begin MP 3.628 to End MP 3.827 Local Name DMS-2 located in Miami-Dade County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than One Million Dollars and 00/100 Dollars ($ 1000000) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than One Million Dollars and 00/100 Dollars ($ 1000000) for property damage, or a combined coverage of not less than Two Million Dollars and 00/100 Dollars ($ 2000000). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 384 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below:

To Construction Coordinator: City of Miami Beach, Florida, 1700 Convention Center Drive, Miami Beach, FL 33139/Attention: Transportation Department Director;

To Department: State of Florida Department of Transportation, 1001 NW 111th Ave., Miami, Florida 33172/Attention:_____

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. To the extent allowable, and subject to the limitation on Construction Coordinator's liability, as set forth in Section 768.28, Florida Statutes, Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. Nothing contained in this Agreement shall be interpreted as a waiver of Construction Coordinator's sovereign immunity. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement.

30. Coordinator:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name _____ Title _____
Office No. Cell _____ Email _____

Name _____ Title _____
Office No. Cell _____ Email _____

Mail Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

_____

SPECIAL PROVISIONS FOR PERMIT # 2021-C-691-00034
CITY OF MIAMI BEACH INSTALLATION OF DMS/ADMS STRUCTURES

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1. FDOT PRE-QUALIFIED CONTRACTOR IS REQUIRED FOR THIS PERMIT PROJECT.
2. THE CITY OF MIAMI BEACH, FLORIDA IS THE PERMITTEE/APPLICANT AND THE OWNER ON THIS PROJECT.
3. THE CITY OF MIAMI BEACH, FLORIDA IS THE "CONSTRUCTION COORDINATOR" ON THIS PROJECT.
4. THE CONSTRUCTION COORDINATOR SHALL BE RESPONSIBLE FOR PROVIDING A FDOT PRE-QUALIFIED CONSULTANT FOR PROVIDING CONSTRUCTION & ENGINEERING INSPECTION (CEI) INCLUDING VERIFICATION TESTING, OVERSEEING CONSTRUCTION OPERATIONS AND MOT FOR WORK ON THE FDOT RIGHT-OF-WAY. GANNETT FLEMING IS THE CEI FOR THIS PROJECT. CONTACT PERSON: ETIENNE BOURGEOIS ebourgeois@GFNET.com 786-845-9540.
5. **CEI TO HOLD A PRE-CONSTRUCTION CONFERENCE AT LEAST FOURTEEN (14) DAYS PRIOR TO COMMENCEMENT OF WORK.** INVITE THE FOLLOWING FDOT REPRESENTATIVES:

   PERMITS FIELD OFFICE: MR. ALBERT ESTEVEZ Albert.Estevez@dot.state.fl.us (305)640-7144/ (954)699-8873.
   PERMIT COORDINATOR: MR. SAURABH RAKA, saurabh.raka@dot.state.fl.us, 305-470-5368. FDOT MAINTENANCE OFFICE: DIANA PERALTA, diana.peralta@dot.state.fl.us, 305-470-5363. MATERIALS OFFICE: MR. MICHAEL KIM, michael.kim@dot.state.fl.us, 954-677-7010/954-826-015. ADRIAN VIALA adrian.viala@dot.state.fl.us, 954-677-7011
   RONALD ARCALAS, ronald.arcalas@dot.state.fl.us, 954-677-7035
   DISTRICT PERMIT ENGINEER: ELIZABETH JETT, elizabeth.jett@dot.state.fl.us, 305-9451-0015.

6. **UPON COMPLETION OF CONSTRUCTION, SUBMIT ALL CLOSE-OUT DOCUMENTATION TO THE FDOT**. FINAL AS-BUILT PLANS (SIGNED & SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER), TESTING INFORMATION, AND AN ENGINEERING CERTIFICATION SIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER CERTIFYING THE MATERIALS AND THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE WITH THE PLANS AND FDOT SPECIFICATIONS PER THE PERMIT DOCUMENTS.
7. **MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN THE CITY AND FDOT IS REQUIRED PRIOR TO FINAL ACCEPTANCE OF THE PROPOSED WORK.**
8. FDOT WILL RECOMMEND THE FINAL ACCEPTANCE ONLY AFTER ALL CLOSE-OUT DOCUMENTATION AND MATERIALS CERTIFICATION IS RECEIVED AND ACCEPTED BY THE FDOT.
9. CONTRACTOR QUALITY CONTROL (QC) MATERIALS TESTING MUST BE PERFORMED BY AN FDOT PRE-QUALIFIED LABORATORY. THE QUALIFIED LABORATORIES LIST IS AVAILABLE FROM THE MATERIALS ACCEPTANCE AND CERTIFICATION (MAC) WEBPAGE AT THE FDOT MATERIALS OFFICE WEBSITE. https://www.fdot.gov/materials/quality/programs/laboratoryqualification/index.shtm
10. THIS PROJECT WILL USE THE FDOT MATERIALS ACCEPTANCE AND CERTIFICATION (MAC) SYSTEM UNDER FIN: 405683-1-61-01. RESOLUTION TESTING, IF NEEDED, WILL BE PERFORMED BY THE FDOT MATERIALS OFFICE.
11. QC LABORATORY INFORMATION PROVIDED TO THE FDOT:
    a. UNIVERSAL ENGINEERING SCIENCES, INC. 9960 NW 116TH WAY, SUITE 8, MEDLEY, FL 33178, 305.249.8434
12. **FDOT APPROVED PRODUCERS ARE REQUIRED PER FDOT SPECIFICATIONS AND THE FDOT MATERIALS MANUAL.** APPROVED PRODUCERS LIST AVAILABLE:
    https://www.fdot.gov/materials/quality/programs/qualitycontrol/materialslistings/postjuly2002.shtm
13. ALL DMS/ADMS STRUCTURES MUST BE INSPECTED BY FDOT APPROVED QUALITY ASSURANCE INSPECTORS (QAI) AT THE PRODUCER FACILITY DURING FABRICATION AND PER THE REQUIREMENTS

OF THE FDOT MATERIALS MANUAL.

14. THE MINIMUM SAMPLING FREQUENCIES SET OUT IN THE DEPARTMENT'S MATERIALS SAMPLING, TESTING AND REPORTING GUIDE SHALL BE MET.

15. INSPECTORS/TECHNICIANS PERFORMING MATERIALS TESTING MUST BE QUALIFIED UNDER THE FDOT CONSTRUCTION TESTING AND QUALIFICATION PROGRAM (CTQP) FOR THE WORK TYPE THEY ARE OVERSEEING ON THE FDOT RIGHT OF WAY.

16. **THIS PROJECT INCLUDES DRILLED SHAFT FOUNDATIONS**: A DRILLED SHAFT INSTALLATION PLAN (DSIP) SHALL BE SUBMITTED TO THE FDOT MATERIALS OFFICE FOR REVIEW AND APPROVAL **PRIOR** TO THE INSTALLATION OF ANY DRILLED SHAFTS FOUNDATIONS PER FDOT SPECIFICATION SECTION 455-13.

17. **DRILLED SHAFT LOGS SHALL BE SUBMITTED WITHIN 2 DAYS OF COMPLETION OF EACH SHAFT**, FOR REVIEW BY THE FDOT DISTRICT GEOTECHNICAL ENGINEER.

    SUBMIT TO: ADRIAN VIALA ADRIAN.VIALA@DOT.STATE.FL.US 954-677-7011 AND

    SAURABH RAKA SAURABH.RAKA@DOT.STATE.FL.US 305-470-5368

18. **APPROVED LANE CLOSURE REQUESTS ARE REQUIRED FOR ALL LANE CLOSURES**. THE LANE CLOSURE REQUEST SHALL BE APPROVED BY THE FDOT AT LEAST 2 WEEKS PRIOR TO BEGINNING WORK WITHIN THE FDOT RIGHT OF WAY. SUBMIT LANE CLOSURE REQUESTS INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) AT https://lcisv2.com/.

19. THE MOT PLAN DEVELOPED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE FDOT STANDARD PLANS, INDEX 102-600 SERIES, AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER WITH ADVANCED MOT CERTIFICATION.

20. FDOT RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE MOT FOR THE SAFETY OF THE PUBLIC OR TO AVOID EXCESSIVE TRAFFIC DELAYS. CHANGES TO THE APPROVED MOT PLAN MUST BE APPROVED BY THE FDOT.

21. **COORDINATE THE FINAL INSPECTION WITH THE FDOT PERMITS FIELD OFFICE AND THE FDOT MAINTENANCE OFFICE:** DIANA PERALTA, diana.peralta@dot.state.fl.us, 305-470-5363.

22. FINAL INSPECTION OF STRUCTURES FOR FINAL ACCEPTANCE BY THE FDOT AND THE CITY, SHALL BE COMPLETED BY A PREQUALIFIED FDOT CONSULTANT IN THE WORK TYPE 5.1, CONVENTIONAL BRIDGE INSPECTION. AFTER ALL DEFICIENCY CORRECTIONS ARE CONFIRMED, PLEASE SUBMIT INITIAL STRUCTURAL INSPECTION, SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER TO FDOT DISTRICT 6 STRUCTURES MAINTENANCE OFFICE AT PABLO.OROZCO@DOT.STATE.FL.US AND geidy.coello@dot.state.fl.us

23. PROVIDE 2 WEEKS' NOTICE FOR ASSIGNMENT OF STRUCTURES INVENTORY NUMBER BY THE FDOT. REQUEST STRUCTURES NUMBERS AT pablo.orozco@dot.state.fl.us AND giuseppee.noto@dot.state.fl.us

24. AFTER FINAL ACCEPTANCE, STRUCTURAL INSPECTIONS WILL BE REQUIRED AT A MINIMUM EVERY 2 YEARS, AND AS REQUIRED PER FDOT BRIDGE AND OTHER STRUCTURES AND REPORTING PROCEDURE 850-010-030. THE INSPECTION TEAM SHALL BE A PREQUALIFIED FDOT CONSULTANT IN THE WORK TYPE 5.1 CONVENTIONAL BRIDGE INSPECTION. AFTER EVERY STRUCTURAL INSPECTION, A SIGNED AND SEALED REPORT, BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER, MUST BE SUBMITTED TO FDOT DISTRICT 6 STRUCTURES MAINTENANCE OFFICE AT PABLO.OROZCO@DOT.STATE.FL.US AND geidy.coello@dot.state.fl.us

25. PERMITTEE SHALL CONTACT MR. JOAQUIN JR. RABASSA FROM MD-PW TRAFFIC SIGNAL & SIGNS DIVISION (305-592-0831/305-588-7570)) AND MR. JULIO NAVARRO FROM MD-PW LIGHTING DIVISION (305-679-0062 /305-592-3580/786-469-2063) AT LEAST 5 WORKING DAYS PRIOR TO ANY SUBSURFACE ACTIVITIES AND SHALL PROTECT EXISTING TRAFFIC SIGNAL POLES AND EQUIPMENT

AND /OR EXISTING STREET LIGHTING POLES, EQUIPMENT, AND CONDUIT AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. ANY DAMAGES TO EXISTING EQUIPMENT SHALL BE THE SOLELY RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT THEIR OWN COST AND ALL RESTORATION WORK SHALL BE COORDINATED WITH MD-PW TRAFFIC DIVISION AND LIGHTING DIVISION.

26. ALL PORTIONS OF THE STATE RIGHT-OF-WAY DISTURBED IN THE CONSTRUCTION OF THE PROPOSED WORK SHALL BE RESTORED TO FDOT SPECIFICATIONS.
27. THE PERMITTEE SHALL PROVIDE AND MAINTAIN SAFE TEMPORARY ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES AND SHALL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC WITHIN THE CONSTRUCTION ZONE.
28. THE PERMITTEE WILL ENSURE THAT NO UNSAFE AREA(S) FOR PEDESTRIAN WILL REMAIN DURING ANY TIME OF THE CONSTRUCTION. THEY SHALL BE PROTECTED IN ACCORDANCE WITH THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARD PLANS, INDEX 102-600 SERIES.
29. ANY NECESSARY CHANGES/REVISIONS TO THE APPROVED PLANS MUST BE APPROVED BY THE FDOT AND SIGNED AND SEALED BY THE EOR AND INCLUDED IN THE FINAL AS-BUILT PLANS.

ADDENDUM TO CONSTRUCTION AGREEMENT # 2021-C-691-00034

THIS ADDENDUM TO CONSTRUCTION AGREEMENT # 2021-C-691-00034 is executed in conjunction with and, by this reference, incorporated into the Construction Agreement to which this Addendum is attached, and which is executed by the parties contemporaneously with this Addendum.

NOW, THEREFORE, in consideration of the premises and the mutual promises, the Parties agree as follows:

The fourth "Whereas" clause is modified as follows:

> ***WHEREAS**, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project.*

Section 2 is revised as follows:

> *The Project shall be designed and constructed in accordance with the edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction at the time of Project advertisement and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.*

Section 4 is revised as follows:

> *The Construction Coordinator shall require all of its contractors who will perform work, pursuant to this Agreement, to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly*

or indirectly) by reason of the contractor accessing DEPARTMENT right of way for performance of the Project. Such amount shall be carried in a minimum amount of not less than One Million and 00/100 Dollars ($1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than One Million and 00/100 Dollars ($1,000,000.00) for property damage, or a combined coverage of not less than Two Million and 00/100 Dollars ($2,000,000.00).

Additionally, the Construction Coordinator shall require all of its contractors who will perform work, pursuant to the Agreement to supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage and bond are in place and effective.

Section 8 is revised as follows*:*

It is hereby agreed by the parties that this Agreement creates a permissive use of the DEPARTMENT right of way only. All improvements resulting from this agreement shall remain the personal property of the Construction Coordinator. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

All other terms and conditions of the Construction Agreement are in effect and remain unchanged.

CITY OF MIAMI BEACH:	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:
By:	By:
_____	_____
Alina T. Hudak_____	_____
Print Name	Print Name
City Manager_____	_____
Title	Title
_____	_____
Date	Date
LEGAL REVIEW: APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	LEGAL REVIEW:
By:	By:
_____	_____
CITY ATTORNEY Date	DISTRICT CHIEF COUNSEL Date