

Contract Number: _____

CSFA/CFDA Number: _____

THIRD AMENDED DEPARTMENT FUNDED AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF MIAMI BEACH

THIS THIRD AMENDED AGREEMENT (hereinafter, the AGREEMENT) is made and entered into this ____ day of _____, 2023, with an effective date of September 30, 2016 ('Effective Date'), between the State of Florida DEPARTMENT of Transportation, an agency of the executive branch of the State of Florida, hereinafter referred to as the 'DEPARTMENT,' and the City of Miami Beach, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY' (each a 'party' and collectively referred to herein as the 'parties')

A. The parties entered into a Department Funded Agreement dated September 30, 2016 (the "DFA") for Financial Project 439228-2-58-01 for roadway and drainage improvements on S.R. A1A/Indian Creek from 41st Street to 26th Street (M.P. 1.034 to M.P. 0.232).

B. In order to clarify the scope of services for the construction of the drainage system portion of the PROJECT under Section 2 (a)(i) of the DFA, and for purpose of modifying the procurement process of the CITY under Section 2 from a Design-Build maximum bid contract to an Invitation To Bid, the parties amended the DFA on June 27, 2019 (the "First Amended DFA"). The parties further amended the DFA on October 3, 2019 to increase the maximum participation of the DEPARTMENT under Section 3 (a) (b) and (c) (the "Second Amended DFA"), which was extended by the parties on December 20, 2022, by executing an Extension to the Contract Term, extending the term of the Agreement to December 31, 2023, and further extended on December 21, 2023, by executing a Second Extension to Contract Term, extending the Agreement through December 31, 2024 (the Second Amended DFA, the Extension to the Contract Term dated December 20, 2022 and Second Extension to the Contract Term dated December 21, 2023 shall be collectively referred to herein as the "Second Amended DFA").

C It is in the best interests of the parties to amend the Second Amended DFA in accordance with this Agreement to further increase the maximum participation by the parties under Section 3 (a) (b) and (c) to address additional PROJECT costs pertaining to the relocation of a generator.

E. In consideration of the terms and provisions contained in this Agreement, the parties have agreed to amend the Second Amended DFA, and this Agreement shall therefore replace and supersede the DFA the First Amended DFA, and the Second Amended DFA in their entirety.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (S.R.) A1A/ Indian Creek Drive corridor within the CITY; and

WHEREAS, the DEPARTMENT has drafted concept and construction plans for the construction of roadway and drainage improvements on S.R. A1A/ Indian Creek Drive from 25th Street to 41st Street (M.P. 5.566 to M.P. 5.714, and M.P. 1.034 to M.P. 0.232), hereinafter referred to as the ‘PROJECT’ as generally defined in the attached Exhibit “A,” ‘Scope of Services and Scope of Work’, incorporated herein by reference; and

WHEREAS, the DEPARTMENT represents to the CITY that: 1.) it has programmed under its tentative FY16/17 work program, funding for the PROJECT under Financial PROJECT Number 439228-2-58-01; 2.) intends to adopt same as of FY16/17; and 3.) has agreed to reimburse the CITY for actual eligible PROJECT costs, as outlined in the attached Exhibit “B,” ‘ Total Project Estimated Cost,’ incorporated herein by reference; and

WHEREAS, the CITY has agreed to design, develop and construct, the PROJECT, as hereinafter set forth in this Agreement; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES AS SUCH MAY BE AMENDED FROM TIME TO TIME

a. The CITY shall procure, or otherwise retain, the services of a licensed contractor, or contractors, in accordance with Florida Statutes and CITY laws (as codified in the Code of the City of Miami Beach, as some may be amended from time to time), to design, develop, and construct the PROJECT. The CITY intends to utilize the following contracts:

(i) an existing competitively bid contract procured pursuant to CITY Invitation to Bid No. 2015-267-KB and Invitation to Bid No. 2019-257-KB for the construction of the seawalls portion of the PROJECT and competitively bid contracts through the National Joint Powers Alliance for the construction of Phase 1 and Phase 2 as further described in Exhibit “A”; and competitively bid contracts through City Wide Annual Contract for the public involvement advisories and coordination with the public and CEI Services.

(ii) the following contracts procured in accordance and compliance with Section 287.055, Florida Statutes, for professional services related to the construction of Phase 1 through Phase 3, as further described in Exhibit “A”:

- (1) Universal Engineering Sciences, Inc. - Project geotechnical report
- (2) Atkins North America, Inc. Formerly PBS&J, Inc. - Project survey
- (3) Stantec Consulting Services, Inc. - Environmental permits and benthic and shoreline survey
- (4) Ribbeck Engineering Inc. - Preparation of DCP and ITB package and coordination with the Department

For the remainder of the PROJECT, the CITY shall competitively procure services through an Invitation to Bid (ITB) process (hereinafter “the Invitation to Bid (ITB) Contract”), in accordance and compliance with Section 255.20, Florida Statutes.

The CITY shall ensure that the ITB Package is inclusive of the applicable DEPARTMENT standards and specifications set forth in the attached Exhibit “E,” incorporated herein by reference, and shall further provide the proposed ITB package, 90% and 100% plans to the DEPARTMENT for review and approval, prior to the CITY proceeding with the procurement of the ITB Contract.

b. The CITY shall deliver all phases of the PROJECT, as generally defined in Exhibit “A,” ‘Scope of Services’, including, without limitation, design, development, construction, onsite and off-site field and laboratory sampling and testing, and Construction Engineering Inspection (CEI) services. The CITY shall administer, supervise, implement, evaluate and inspect all aspects of the PROJECT until completion, and in accordance and compliance with the attached Exhibit “F,” incorporated by reference herein, shall, prior to commencement of construction, provide the necessary PROJECT Construction Engineering Inspection (CEI) services for all work within DEPARTMENT right of way. Any change to the Scope of Services shall require an amendment, approved by the parties in accordance with the provisions of Paragraph 12 of this Agreement.

c. The construction and administration of the portion of the PROJECT ((i) within the public’s right of way, and (ii) under FDOT’s jurisdiction shall be subject to the DEPARTMENT standards and specifications set forth in Exhibit “E.” For all work within DEPARTMENT right of way, the CEI minimum staffing requirements shall comply with the DEPARTMENT’s provisions as set forth in Exhibit “F.” Construction operations and materials incorporated in the PROJECT must be in compliance with the FDOT Standard Specifications for Road and Bridge Construction (including all modifications, such as supplemental and special provisions). Materials will be sampled, tested and inspected in accordance with the FDOT Standard Specifications, at FDOT’s Materials Laboratory, using the Sampling Testing and Reporting Guide (STRG) as a guide and the FDOT construction Project Administration Manual (Topic No. 700-000-000). The CITY shall be responsible for all PROJECT level inspection, verification testing, and assuring all data are entered into the DEPARTMENT’s Materials database.

d. The CITY shall not execute any contract, or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, with any consultant or contractor with respect to the PROJECT, without the prior written approval of the DEPARTMENT, which approval shall not be unreasonably withheld, conditioned, or delayed. The DEPARTMENT specifically reserves the right to review (which review shall not be unreasonably withheld, conditioned or delayed) the qualifications of any PROJECT consultant or contractor and to approve or disapprove CITY’s retention of same. Funds reasonably expended by the CITY for any work fundamental to this PROJECT (which work, may include, without limitation surveying, seawall construction, and drainage work) will be counted toward the CITY’s “maximum limiting amount,” as defined in Paragraph 3(c) of this Agreement, if said expenditures are for actual “eligible PROJECT costs,” as such term is defined in Exhibit “B.”

e. The CITY’s attorney shall certify to the DEPARTMENT that the process utilized by the CITY in procuring any consultant for engineering, architecture, or surveying services for the PROJECT is in compliance with the provisions of Section 287.055, Florida Statutes, including but not limited to, the contracts referenced in Paragraph 2(a)(ii) of this Agreement. Subject to receipt of the above described certification, the DEPARTMENT will approve the CITY’s proposed use, as represented by the CITY, of each the contracts identified in Paragraph 2(a)(ii). The DEPARTMENT will only provide reimbursement for expenditures incurred by the CITY for engineering, architecture, or surveying services for the PROJECT, if the expenditures are provided pursuant to contracts procured in compliance with Section 287.055 F.S. Eligible expenditures incurred under contracts which are not procured in compliance with the provisions of Section 287.055 F.S. will not be reimbursed, but will still be counted towards the CITY’s “maximum limiting amount,” as such term is defined in Paragraph 3(c) of this Agreement.

f. The CITY's attorney shall further certify to the DEPARTMENT, for purposes of any agreement pursuant to which the CITY will incur expenditures for which the CITY will seek reimbursement under this Agreement or for which the CITY will incur expenditures to be counted towards the CITY's "maximum limiting amount" that the purchase of such goods or services is in compliance with the applicable provisions of the City's Procurement Ordinance, as codified in Chapter 2, Article VI, Sections 2-311 through 2-410 of the Code of the City of Miami Beach (the "City's Code"), and with all other applicable CITY laws governing the CITY's procurement ("applicable CITY laws"). The DEPARTMENT will only provide reimbursement for expenditures of such goods and services incurred by the CITY under contracts entered into in compliance with the City's Code and applicable CITY laws. Eligible expenditures for such goods and services incurred under contracts which are not entered into in compliance with the provisions of the City's Code and applicable CITY laws will not be reimbursed, and will not be counted towards the CITY's "maximum limiting amount," as such term is defined in Paragraph 3(c) of this Agreement. Subject to receipt of the above described certification, the Department will approve the CITY's proposed use, as represented by the CITY, of an existing CITY contract which was competitively procured pursuant to CITY Invitation to Bid No. 2015-267-KB, and of existing CITY contracts which embody ("piggy-back") the terms of competitively bid contracts procured through the National Joint Powers Alliance, as further stipulated in Paragraph 2(a)(i) of this Agreement. The use of all other contracts must be approved in accordance with Paragraph 2 (e) of this Agreement.

g. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without prior written consent of the DEPARTMENT, which consent shall be within the DEPARTMENT's sole discretion.

h. The CITY shall comply with all federal, state, and local laws and ordinances applicable to work or payment of work hereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

i. The CITY agrees to comply with Section 20.055(5), F.S., and to incorporate in all PROJECT contracts the obligation to comply with Section 20.055(5), F.S., which requires the cooperation with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, F.S.

j. The DEPARTMENT grants to the CITY, and its agents, employees, consultants and contractors, a Right of Entry on the DEPARTMENT's right of ways within the PROJECT limits, for any and all purposes in connection with the CITY's design, development and construction of the PROJECT. This Right of Entry shall be limited to the Term of this Agreement and is not intended to create any property rights in the CITY.

3. PROJECT COST, DEPARTMENT PARTICIPATION AND PROJECT COST ELIGIBILITY

a. The total available funding for the PROJECT is THIRTY EIGHT MILLION SIX HUNDRED ONE THOUSAND THREE HUNDRED AND EIGHTY NINE DOLLARS (\$38,601,389.00), as set forth in Exhibit "B" hereto.

b. The DEPARTMENT agrees to a maximum participation for actual eligible reimbursable costs in the PROJECT, including contingencies in the amount of TWENTY EIGHT MILLION SIX HUNDRED SEVENTEEN THOUSAND ONE HUNDRED THIRTY AND 00/100 DOLLARS (\$28,617,130.00), as set forth in Exhibit "B" hereto (the DEPARTMENT's "maximum limiting amount"). Any work performed prior to the September 30, 2016 shall not be eligible for reimbursement. However, actual eligible PROJECT costs incurred by the CITY prior to the Effective Date will still be counted towards the CITY's "maximum limiting amount," as defined in Paragraph 3(c) of this Agreement, regardless of whether such costs have been incurred prior to the date of this Agreement. Supporting documentation must be provided by the CITY to substantiate such costs, and to substantiate receipt of the Deliverables, as that term is defined in Paragraph 5(c) of this Agreement. Supporting documentation shall be of the same type that would be required under this Agreement for the purpose of reimbursement, and the Deliverables must

comply with the standards required by this Agreement. It is understood and agreed that the DEPARTMENT'S maximum participation shall be limited to the amount set forth in Exhibit "B."

c. The CITY agrees to a maximum participation in the PROJECT, including contingencies but excluding any amendments approved by the parties pursuant to Article 12 of this Agreement, in the amount of NINE MILLION NINE HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$9,984,259.00), as set forth in Exhibit "B" (the CITY's "maximum limiting amount").

d. The DEPARTMENT agrees to reimburse the CITY for the completion of the PROJECT (which PROJECT the CITY and DEPARTMENT hereby agree shall be deemed "complete" if delivered by the CITY substantially in accordance with the DEPARTMENT approved Project Design Plans (PDP), as set forth in Paragraphs 7(c) and 7(f) of this Agreement, up to the DEPARTMENT'S maximum limiting amount, and if all conditions required for final acceptance of the PROJECT, as set forth in the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, have been met. Reimbursement shall be in accordance to, and in compliance with, the payment provisions of Paragraphs 4 and 5 of this Agreement. It is understood that utility relocation and utility relocation related work is outside the Scope of Services and Scope of Work (as generally defined in Exhibit "A") for the PROJECT, and the DEPARTMENT shall not pay, nor be billed for, costs for utility relocation related work, unless otherwise agreed to by the parties by amendment in accordance with the provisions of Paragraph 12 of the Agreement. It is further understood that the ITB Contract shall only require the Contractor to utilize the services of law enforcement officers when required by the DEPARTMENT'S Standard Specifications for Road and Bridge Construction. If the CITY requires the Contractor to utilize additional services of law enforcement officers, beyond the requirement included in the DEPARTMENT'S standard specifications, then the CITY shall be solely liable for payment of the additional services (unless otherwise agreed to by the parties by written amendment in accordance with Paragraph 12 of this Agreement), and any costs incurred by the CITY for such services shall not count towards the CITY's "maximum limiting amount," as defined in Paragraph 3(c) of this Agreement. It is also understood and agreed that, except for any DEPARTMENT permit requirement for work on state right of way, the DEPARTMENT shall not participate in the cost of services of law enforcement officers outside the ITB Contract, and shall therefore not be responsible for the cost of services of law enforcement officers in any other CITY construction contract, and the costs of such services shall not count towards the CITY's "maximum limiting amount", as defined in Paragraph 3(c) of this Agreement.

e. The DEPARTMENT and the CITY shall have the joint responsibility for resolving claims and requests for additional work for the PROJECT. The responsibility for payment of claims and/or requests for additional work shall be allocated equitably between the CITY and the DEPARTMENT. In determining the equitable allocation of the parties' respective payments obligations, the parties shall consider the following: (i.) their respective proportionate share percentages in the costs of the PROJECT (to wit: 78.7% for the DEPARTMENT and 21.3% for the CITY); (ii.) the benefits to their respective facilities resulting from the additional work and materials; and (iii.) their respective responsibility for the condition or circumstances giving rise to the claim or additional work. The parties' settlement of claims and/or authorization of requests for additional work and materials shall be memorialized by an amendment, in accordance with the provisions of Paragraph 12 of this Agreement. Costs incurred for payment of claims shall not count as contributions towards the parties' respective maximum limiting amounts.

The DEPARTMENT shall not participate in additional PROJECT costs related to design changes not agreed to in writing by the DEPARTMENT in the DEPARTMENT approved Project Design Plan (PDP), or related to design errors.

f. The parties recognize and acknowledge that The ITB Contract price exceeded the DEPARTMENT'S official cost estimate for the entire portion of the PROJECT corresponding to the scope of the ITB Contract by \$4,500,000.00, which both parties agree to share (50% to the DEPARTMENT and 50% to the CITY). See summary of cost estimate attached.

g. The parties recognize and acknowledge that due to relocation efforts of the pump station generator, there was an extra cost of \$1,101,389 in the PROJECT. Both parties agree to share this extra cost (One third (1/3) of the cost to the DEPARTMENT and Two thirds (2/3) of the cost to the CITY). See summary of cost estimate attached.

4. INVOICING

Monthly progress payments shall be paid to the CITY pursuant to invoices submitted for reimbursement of actual eligible PROJECT costs incurred by the CITY. Such invoices shall be submitted in accordance and compliance with the provisions set forth in Paragraph 5 of this Agreement. The CITY shall provide to the DEPARTMENT a copy of the fully executed contracts described in Paragraph 2(a) of this Agreement.

The CITY shall not invoice the DEPARTMENT for items not included in the Scope of Services, as generally described in Exhibit "A" hereto (such as utility relocation work, or enhanced PROJECT law enforcement services), unless otherwise agreed to by the parties by amendment, in accordance with Paragraph 12 of the Agreement.

The CITY shall provide to the DEPARTMENT a statement from the CITY's PROJECT Manager certifying that the goods and services to be paid under the invoice have been satisfactorily completed and delivered in accordance with the DEPARTMENT approved PDP and, where applicable, in conformance with the standards and specifications set forth in Exhibit "E" herein.

The DEPARTMENT agrees to pay invoices submitted by the CITY, for actual eligible PROJECT costs incurred by the CITY, to a maximum amount of TWENTY EIGHT MILLION SIX HUNDRED SEVENTEEN THOUSAND ONE HUNDRED THIRTY AND 00/100 DOLLARS (\$28,617,130.00) at 78.7% of the invoiced amount, or at a higher rate (up to 100%) to the extent that a higher percentage rate is necessary to bring the DEPARTMENT's participation for actual eligible costs in the PROJECT to its proportionate share (78.7%), after considering any non-billable actual eligible costs incurred by the CITY prior to the Effective Date. Expenditures for items added to the Scope of Services in Exhibit "A" shall not be considered in computing the percentage share of eligible PROJECT costs incurred by the parties, unless expressly added to such Scope of Services by written amendment in accordance with the provision of Paragraph 12 of this Agreement.

The CITY shall be required to submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of the Term of this Agreement. The final invoice for the PROJECT shall likewise be subject to the certification provision of this Paragraph 4, and to the Standard Financial Provisions of Paragraph 5 below.

5. STANDARD FINANCIAL PROVISIONS

a. The DEPARTMENT agrees to reimburse the CITY, up to the DEPARTMENT's maximum limiting amount of (\$28,617,130.00), for all actual eligible PROJECT costs incurred by the CITY, after September 30, 2016, for delivery of the PROJECT, in accordance with the DEPARTMENT approved Project Design Plan ("PDP"). The total estimates of the PROJECT costs are included in Exhibit "B." Reimbursement shall be made in accordance with the financial provisions and invoicing provisions, and in accordance with this Agreement.

b. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 439228-2-58-01, and the quantifiable, measurable, and verifiable units of deliverables shall consist of services and materials required to deliver the PROJECT in accordance with the DEPARTMENT approved PDP.

c. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables, as generally described in Exhibit "A" – 'Scope of Services' and in accordance with the approved PDP (the "Deliverables".) Deliverables must be received and accepted in writing by the DEPARTMENT's PROJECT Manager prior to payments, which review and acceptance shall not be unreasonably withheld, conditioned, or delayed.

d. Supporting documentation must establish that the Deliverables were received and accepted in writing by the CITY, and must also establish that the required minimum level of service to be performed, based on the criteria for evaluating successful completion of the PROJECT Deliverables were met.

e. There shall be no reimbursement for travel expenses under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services, unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1) (h), F.S.).

The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) business days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) business days to deliver a request for payment (voucher) to the DEPARTMENT of Financial Services. The twenty (20) business days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within forty (40) business days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3) (b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for CITY who may be experiencing problems in obtaining timely payment(s) from a CITY. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)

h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6) (a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)

j. The CITY and the DEPARTMENT acknowledge and agree to the following:

i. The CITY 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 CITY during the term of the contract; and

ii. The CITY shall expressly require any contractors and 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. (Executive Order Number 2011-02).

6. AUDITS

The administration of State resources awarded through the DEPARTMENT to the CITY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The requirements set forth in Exhibit "D" herein do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of State financial assistance or limit the authority of any state CITY inspector general, the State of Florida Auditor General, or any other state official. The CITY shall comply with all audit and audit reporting requirements as specified Exhibit "D."

7. ADDITIONAL OBLIGATIONS OF THE CITY

a. The CITY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and local laws, rules, regulations, guidelines and standards.

b. The CITY is authorized to enter into this Agreement, pursuant to a Resolution approval by the CITY Commission Agreement. A copy of said Resolution is attached hereto as Exhibit "C," and is herein incorporated by reference.

c. Upon receipt of the PROJECT Design Plans ("PDP") by the CITY, or any portion thereof, the CITY shall submit the PDP to the DEPARTMENT for review and approval. The DEPARTMENT shall have a period of fourteen (14) business days from the date that the CITY submits the PDP to the DEPARTMENT for review and comment ("Comment Due Date", for purposes of this Agreement, business days shall exclude weekends and DEPARTMENT observed holidays). The CITY shall address any concerns of the DEPARTMENT pertaining to the PDP. The DEPARTMENT shall provide a final approval of the

PDP once the CITY has addressed the DEPARTMENT's comments. PROJECT construction shall not commence until the DEPARTMENT has given approval of the PDP, such approval shall not be unreasonably withheld, conditioned, or delayed.

In the event of any major modifications to the DEPARTMENT approved PDP, the CITY shall submit such proposed modified plans to the DEPARTMENT for review and approval. In the event that any Major Modifications are required during construction, the CITY shall immediately notify the DEPARTMENT prior to implementing the same, and the parties shall cooperate to review the matter in a timely manner so that the timely construction schedule of the PROJECT is not affected. A "Major Modification" is any modification that materially alters the kind or nature of the work depicted in the approved PDP, or that alters the integrity or maintainability of the roadway improvements or related components. The DEPARTMENT shall have a period of fourteen (14) business days from the date that the CITY submits proposed then modified plans for review and comment. The DEPARTMENT shall not unreasonably withhold, condition, or delay its approval to a proposed Major Modifications to the PDP. If approved by the DEPARTMENT, any and all such approved Major Modifications shall be deemed to be incorporated into, and shall become part of, the DEPARTMENT approved PDP.

d. The CITY shall require its construction contractors to maintain, at all times during the PROJECT construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed under the construction contract(s). Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the DEPARTMENT's Standards and Specifications for Road and Bridge Construction, as amended from time to time. The CITY shall further cause its contractors to name the DEPARTMENT as additional insured party on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida, and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

e. To the extent provided by Florida law, and without waiving any limitations on the City's liability under Florida law (including without limitation, Section 768.28 F.S.), the CITY shall indemnify, defend and hold harmless the DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CITY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the CITY to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents or employees. Nothing herein shall be construed as consent by the CITY or the DEPARTMENT to be sued by third parties in any manner arising out of this Agreement.

f. Prior to commencement of the construction work on the ITB Contract, the DEPARTMENT must approve the PDP, and the CITY shall provide notice to the DEPARTMENT. The CITY agrees that the DEPARTMENT may, at reasonable times during the construction of the PROJECT, inspect the PROJECT construction site, and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the CITY'S construction contractors, pursuant to their agreements with the CITY, conform to the terms of said agreements. Furthermore, upon completion of construction, the CITY shall invite the DEPARTMENT on a final inspection of the PROJECT, and will incorporate those DEPARTMENT concerns that are within the scope of the PROJECT construction contracts, into the final PROJECT punch lists with the CITY contractors. The DEPARTMENT shall have the right to inspect and to perform tests, but not the obligation to do so. This provision shall not be construed to alter the CITY's obligation to perform construction engineering inspections and testing of the PROJECT under this Agreement.

g. The CITY shall be required to obtain all necessary permits for the PROJECT from pertinent governmental agencies, prior to commencing construction of the PROJECT.

h. Upon completion of all work related to construction of the PROJECT, the CITY will be required to submit to the DEPARTMENT final as-built plans for the PROJECT improvements and an engineering certification that construction was completed in accordance with the approved PDP. Additionally, the CITY shall vacate those portions of the DEPARTMENT's right-of-way used to construct the PROJECT, and shall remove the CITY's and/or its contractors', property, machinery, and equipment from said portions of the DEPARTMENT's right-of-way. Furthermore, the CITY shall restore those portions of the DEPARTMENT right-of-way damaged by PROJECT construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the PROJECT.

i. Except as otherwise set forth herein, the CITY shall require its contractors to provide warranties for all work performed which comply, at minimum, in accordance with DEPARTMENT Standards and Specifications for the ITB Contract.

8. MAINTENANCE OBLIGATIONS

During construction, maintenance in the State right of way, within the PROJECT limits, shall be the responsibility of the CITY's contractors, commencing as of the first date of construction. The CITY shall enter into a Maintenance Memorandum of Agreement with the DEPARTMENT to address the CITY's maintenance obligations upon final completion of the PROJECT

9. TRAFFIC SIGNALIZATION IMPROVEMENTS

The parties acknowledge that, pursuant to the Traffic Signal Maintenance and Compensation Agreement (the "Traffic Signal Agreement") between the DEPARTMENT and Miami-Dade County (the "COUNTY"), the COUNTY is the operational and maintaining agency of the traffic signals or signal systems (collectively "traffic signalization improvements") on the State Highway System, and the DEPARTMENT shall assign the operation and maintenance obligations of the PROJECT traffic signalization improvements to the COUNTY in accordance with the terms of the Traffic Signal Agreement. As such, the parties agree as follows:

(a) The CITY shall submit the PDP to the COUNTY for the sole purposes of allowing the COUNTY to review and approved the PROJECT traffic signalization improvements;

(b) The CITY shall invite the COUNTY on the final inspection of the PROJECT traffic signalization improvements. The COUNTY shall have the opportunity to inspect and request modifications or corrections to the installation of the traffic signalization improvements, and the CITY shall undertake those modifications or corrections prior to the final acceptance of the same, so long as the modifications or corrections comply with the terms of the Traffic Signal Agreement, and the signal plans and specifications previously approved by the parties and the COUNTY.

10. ADDITIONAL REMEDIES

In addition to any other remedies provided hereunder, in the event that the CITY is in default of this Agreement and, following written notice from the DEPARTMENT, the CITY fails to cure any such default within the cure period provided in the notice, then the DEPARTMENT may, at its option, terminate the Agreement and pursue all remedies available to the DEPARTMENT under the law, including but not limited to seeking reimbursement for damages and costs for the CITY's failure to cure any such default.

11. GOVERNING LAW/VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that Miami-Dade County shall serve as the jurisdictional venue for any dispute arising from this Agreement.

12. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party, with the same formalities of this Agreement.

13. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, provided that such remainder continues to conform to the terms and requirements of applicable law.

14. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:

Judy Solaun-Gonzalez
Project Manager
Florida Department of Transportation,
District 6
1000 NW 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Ph.: (305) 470-5343
E-mail: Judy.solaun@dot.state.fl.us

With copy to:

Daniel Iglesias, P. E.
Director of Transportation Development
Florida Department of Transportation,
District 6
1000 NW 111th Ave. - Room 6233
Miami, Florida 33172
Phone # (305) 470-5464
E-mail: Daniel.iglesias@dot.state.fl.us

or their designees.

To CITY:

Joe Gomez, Public Works Director
1700 Convention Center Drive
Miami Beach, Florida 33139
Ph.: (305) 673-7080
E-mail: joegomez@miamibeachfl.gov

and:

Giancarlo Pena, Assistant City Engineer
1700 Convention Center Drive
Miami Beach, Florida 33139
Ph. 305-673-7000
Email: giancarlopena@miamibeachfl.gov

b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

15. EFFECTIVE DATE AND EXPIRATION OF AGREEMENT (TERM)

The CITY agrees to substantially complete the PROJECT on or before **December 31, 2023**. This Agreement shall be effective as of the Effective Date indicated on Page 1 (the "Effective Date"). This Agreement will expire on **December 31, 2024**, unless otherwise amended by the parties in accordance with the provisions of Paragraph 12 hereof.

16. PUBLIC RECORDS

The CITY shall comply with the provisions of Chapter 119, Florida Statutes with respect to this Agreement and the PROJECT. The CITY shall require all third-party agreements related to the PROJECT to include a provision requiring the same.

Failure by the CITY to comply with this Paragraph or to comply with the provisions of Chapter 119, Florida Statutes shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY's response to each such request.

17. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: _____
CITY MANAGER

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) CITY CLERK (SEAL)

ATTEST: _____
EXECUTIVE SECRETARY

LEGAL REVIEW:

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES AND SCOPE OF WORK

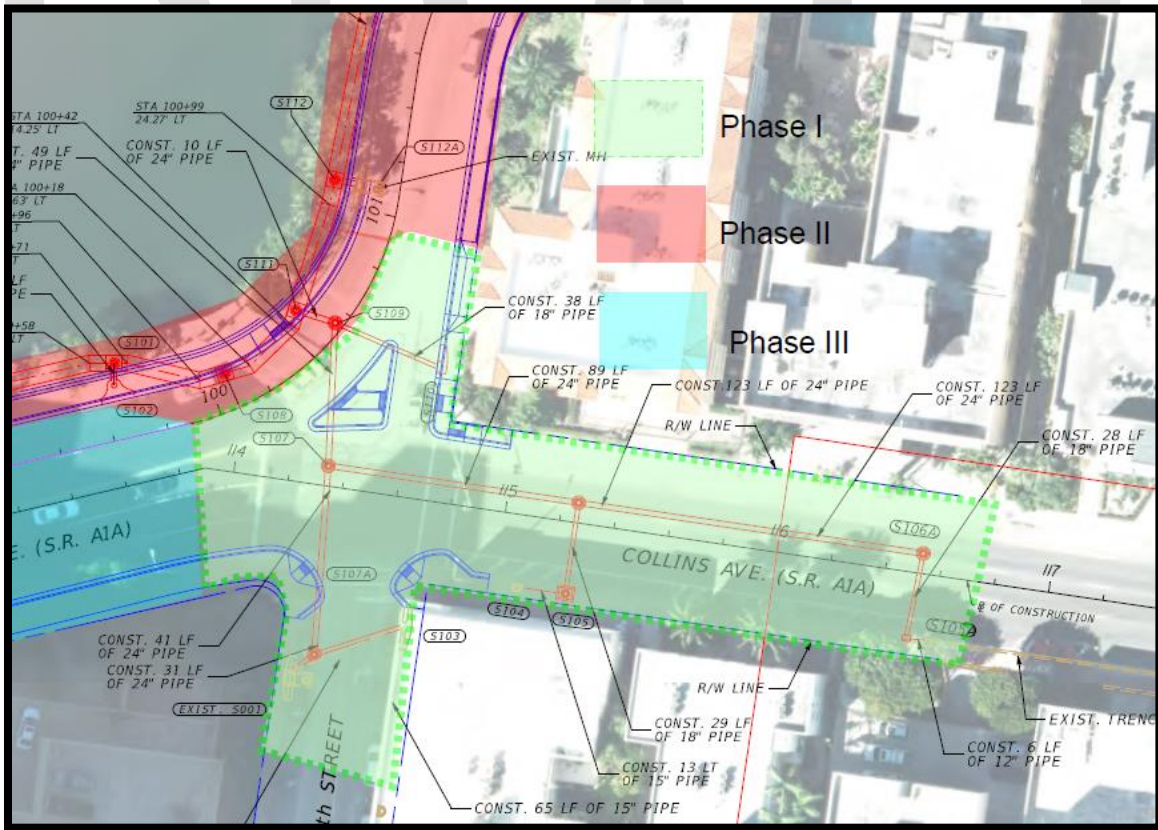
Under this Agreement, the CITY will provide, or cause to be provided, design, construction, and construction engineering inspection services in the general area from Milepost 5.566 to 5.714, and Milepost 1.034 to 0.232 as outlined in the concept plans and typical section in Exhibit "A1"; utility relocation and utility related work are not included in the Scope of Work.

Scope of Work

Phase 1: Drainage pushbutton Improvements at Collins Avenue and 26th Street

Work to be performed by DMSI (NJPA contract)

- Construction of 15", 18" and 24" drainage line along Collins Avenue at 26th Street (from station 114+19.70 to station 117+50.00)
- Construct incidental roadway drainage including inlets and manholes along SR A1A Indian Creek Drive from (from station 100+00 to station 101+40)
- Reconstruct curbs, concrete sidewalk asphalt impacted by drainage work
- Connect new drainage system to 72" DuroMaxx drainage line



Phase 2: Drainage Trunkline along Collins from 25th to 26th and Indian Creek from 26th Street to 32nd Street

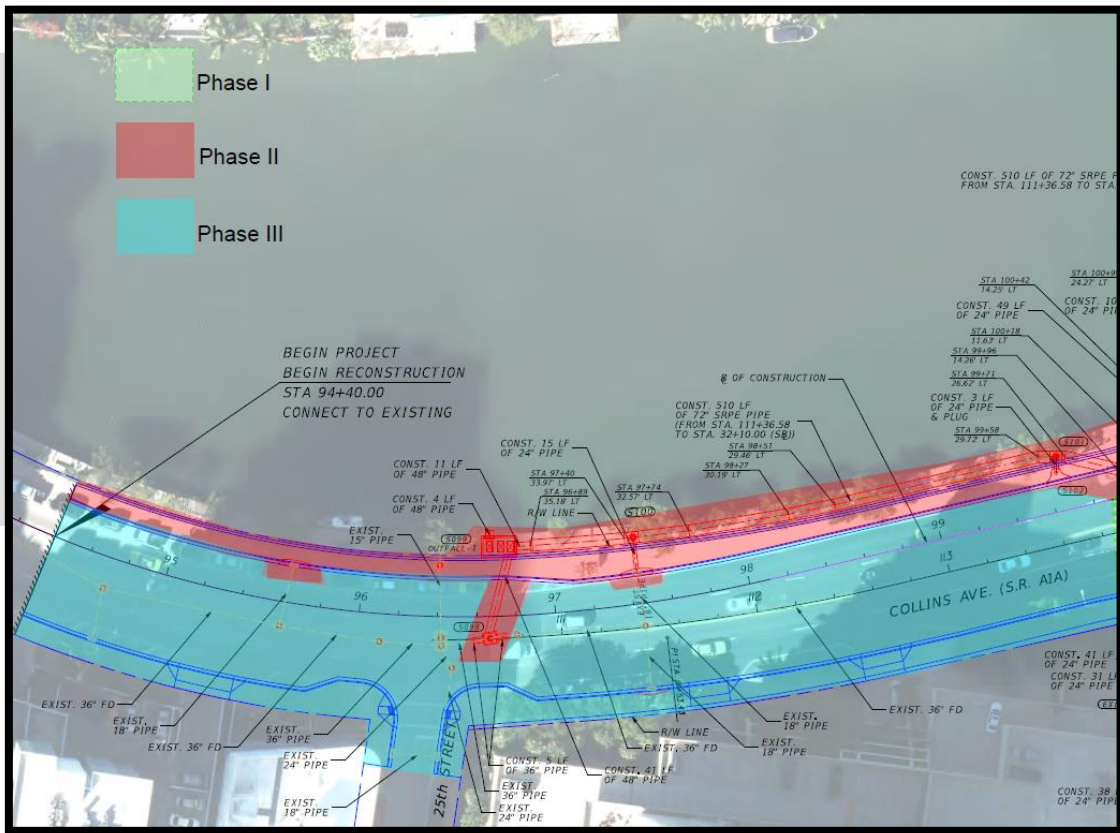
Collins 25th to 26th Street

Work to be performed by DMSI (NJPA contract)

- Demolish existing Wood Deck to accommodate 72” Drainage line.
- Clear and remove tress along proposed 72” Drainage line
- Remove existing sidewalk and guardrail to accommodate 72” Drainage line.
- Install Pollution Control Structure (DERM Requirement)
- Construction of 48” and 72” drainage line along West side of Collins Ave from 25th to 26th
- Connection to 36” French drain line
- Construct incidental roadway drainage including inlets and manholes along west side of Collins Ave from 25th to 26th
- Construct special rigid concrete barrier wall
- Provide minimum backfill cover for 72” pipe.

Work to be performed by SHORELINE FOUNDATION, INC

- Construct a seawall and/or sheet pile wall along west side of the PROJECT



26th to 27th Street

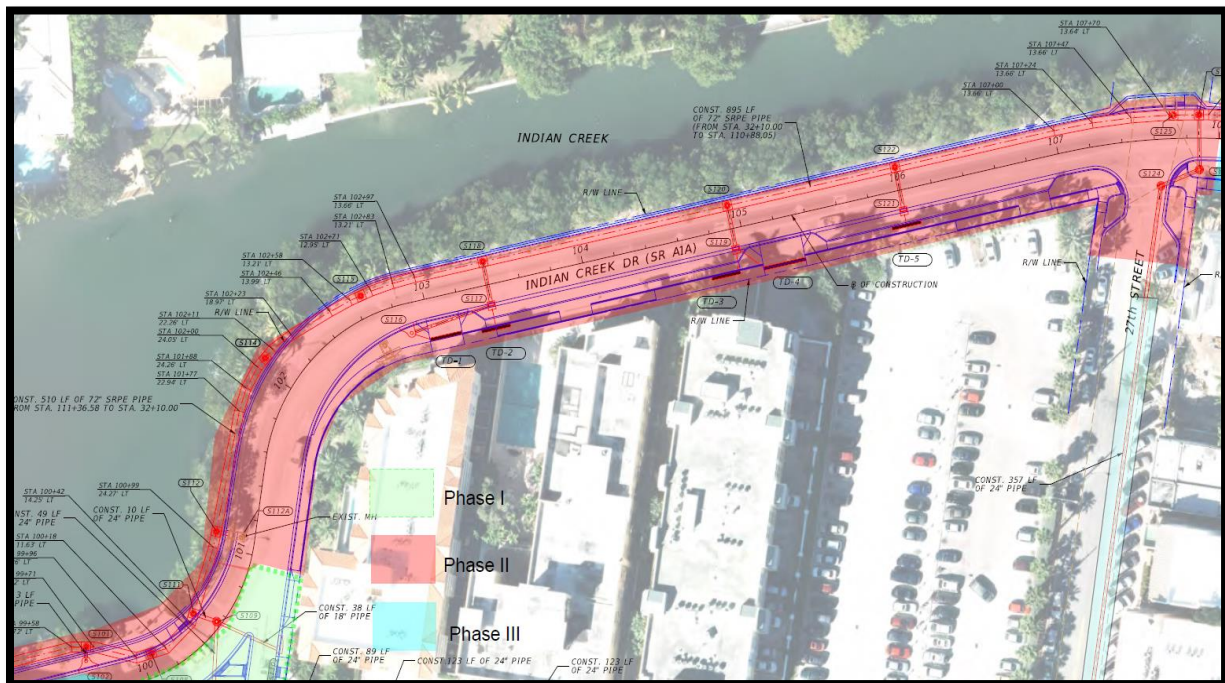
Work to be performed by DMSI (NJPA contract)

- Demolish existing temporary concrete wall to accommodate 72” Drainage trunk line.
- Remove existing curb and guardrail
- Complete roadway reconstruction for the east lane and parking lot lane from 26th to 27th Street along Indian Creek

- Construct subgrade on the west side of the project.
- Construction of gravity wall along easterly back of sidewalk
- Harmonization of all driveways and building entrances to match final roadway profile
- Construct a 72" storm drainage trunk-line
- Construct incidental roadway drainage including inlets, manholes, trench drains, inlets lateral-pipes to final configuration
- Connect trunk-line to side-street existing drainage system.
- Construct special rigid concrete barrier wall
- Install temporary signing and pavement marking
- Lighting foundation and Conduits
- Temporary Lighting

Work to be performed by SHORELINE FOUNDATION, INC

- Construct a seawall and/or sheet pile wall along west side of the PROJECT



27th to 32nd Street

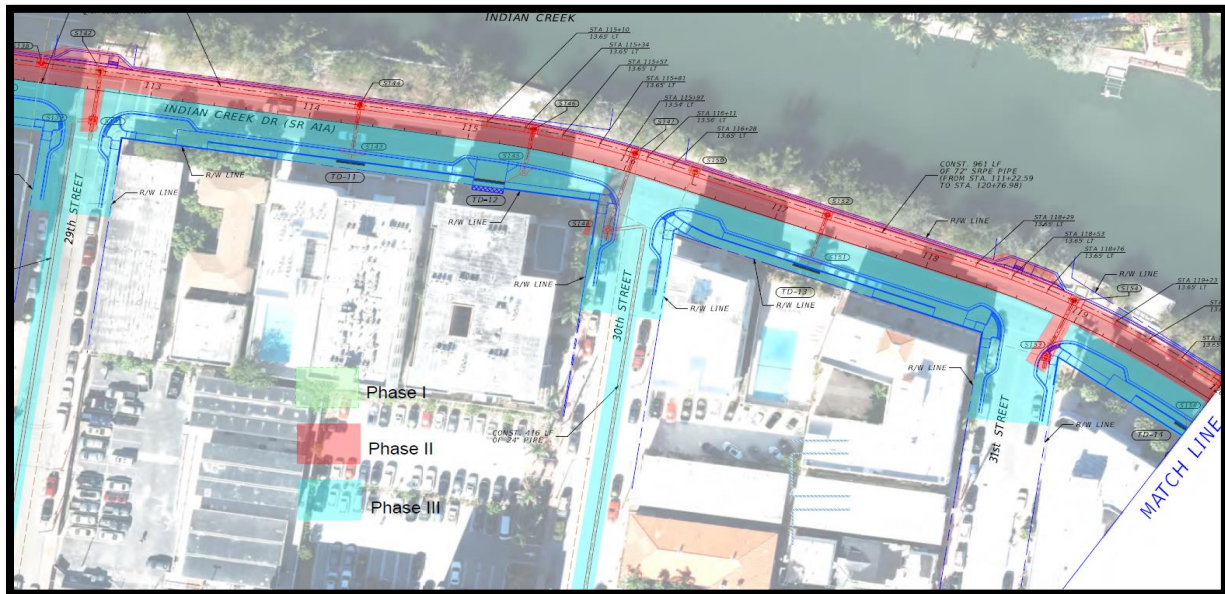
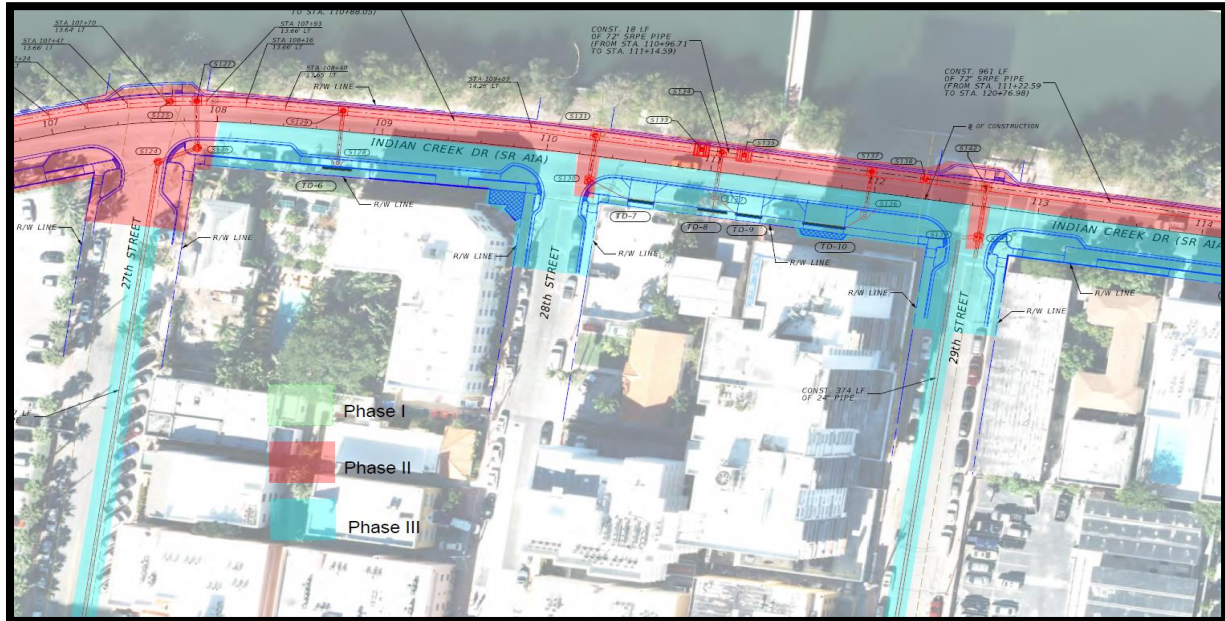
Work to be performed by DMSI (NJPA contract)

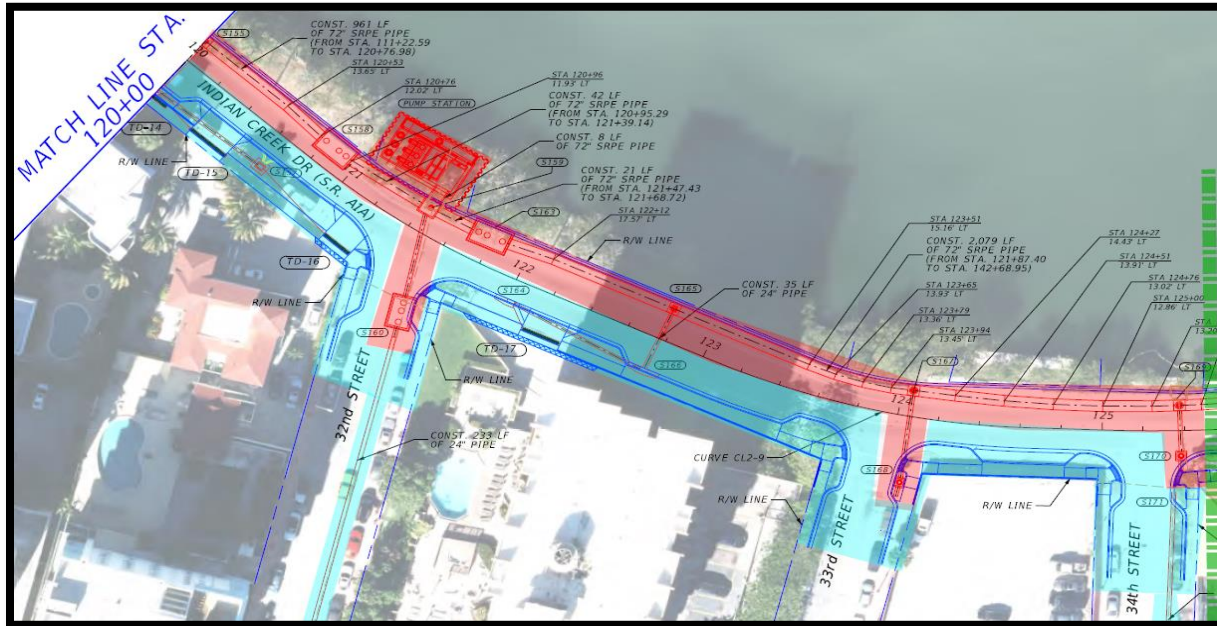
- Demolish existing temporary concrete wall to accommodate 72" Drainage trunkline.
- Remove existing Curb and guardrail on the west side
- Construct a 72" storm drainage trunk-line(s)
- Construct incidental roadway drainage line at the mid-block up to the center line of the street
- Connect trunk-line to side-street existing drainage system
- Provide minimum backfill cover for 72" pipe
- Construct subgrade on the west side of the project.
- Construct three pollution Control Structures at 32nd and Indian Creek Street intersection

- Construct Pump Station Drainage Structures at 32nd Street intersection
- Trench restoration on the east side of the roadway
- Construct special rigid concrete barrier wall
- Lighting foundation and Conduits
- Temporary Lighting
- Temporary Paving Markings

Work to be performed by SHORELINE FOUNDATION, INC

- Construct a seawall and/or sheet pile wall along west side of the PROJECT





Phase 3: Construction of remaining 72” Trunk line from 32nd to 41st Street, Construction of side-street drainage system and Roadway Reconstruction (ITB Contract)

25th to 41st Street

- Demolish existing temporary concrete wall to accommodate 72” Drainage trunk line from 32nd to 41st
- Remove existing Curb and guardrail on the west side from 32nd to 41st
- Construct a 72” storm drainage trunk-line(s) from 32nd to 41st
- Construct drainage line and structures at the mid-block from 25th to 41st pursuant to ITB Plans
- Provide minimum backfill cover for 72” pipe
- Construct special rigid concrete barrier wall pursuant to ITB Plans
- Lighting foundation and Conduits pursuant to ITB Plans
- Temporary Lighting
- Full roadway reconstruction of the project including base and final asphalt
- Construction of gravity wall along easterly back of sidewalk as needed at some locations
- Harmonization of all driveways and building entrances due to roadway profile being raised on the east side of Indian Creek
- Construction of yard drains and trench drains as part of the Harmonization
- Pipe replacement/upsized to 24” pipe for existing side-street trunk-line pipes less than 18” in diameter pursuant to ITB Plans
- Lining of side-street’s storm drain systems pursuant to ITB Plans
- Install final signing and pavement marking
- Lighting Poles
- Provide final Signalization pursuant to ITB plans
- Accommodating street parking, citi bikes, bus stops, bus shelters, constructing a shared-use and replacing all other pedestrian features located within the existing right of way

Pump Station at 32nd Street and Indian Creek Drive

- The required electrical design for connection to the pump stations and all mechanical work shall be included as part of this project.
- A total (3) pumps should be design for this project.
- Each pump shall be designed based on a design flow of 14,400 gallons per minute (GPM) and a minimum design head of 5 feet. The ITB Plans shall ensure that the design head can deliver the design flow from the wet well to the discharge point.
- The pump off elevation shall be no higher than the invert of the main trunk. The ITB Plans shall ensure that this elevation will not cause the water elevation of -3.00 NAVD upstream of the treatment unit when all three pumps are running at 100 percent speed at the design flow for each pump at 14,400 GPM allowing design storage between pump off and pump on, 3 foot distance between the lead pump and the lag pump, and 1 foot allowance to increase the variable frequency drive from 50% speed and 100% speed and the design head of any weir within the pump station and its components.
- The pumps shall be manufactured by Flygt or ABS. The pump shall have a minimum of 5 years full warranty.
- The pump equipment, pump motor, including Variable Frequency Drives (VFDs), electrical panels, all instrumentation and control equipment and all other pump incidentals to be provided by the pump manufacturer and shall be responsible for all equipment.
- All VFDs shall be Allen Bradley PowerFlex 750 Series.
- All pumps shall be ceramic coated and suitable for operation corrosive (saltwater) environment. All associated equipment within the wetwell shall be corrosion resistant and coated as applicable to operate in a corrosive (saltwater) environment.
- Storm sewer pumps shall be equipped with Variable Frequency Drive (VFD) units to operate at maximum efficiency under all service conditions. The initial speed for the VFD shall be at 50% motor speed.
- Cycle times estimating the expected number of pump starts per hour (and consistent with the manufacturers recommendations) shall be provided based on the volume of water in the collection system, structures and wet well at the “pump on” elevation and using as a replacement volume an inflow rate equivalent to the water quality rate.
- Pump station control panel for electrical, instrumentation and controls.
- Pump controls shall include circuitry to alternate pump starts to ensure each pump is exercised and are utilized evenly.
- Control panel shall be installed such that the lowest elevation of the control panel is at, or above, base flood elevation (BFE) plus two (2) feet or 8.45 feet NAVD. The ITB Plans shall design and construct a concrete platform with steps and handrailing for maintenance personnel to operate the pump station electrical and instrumentation equipment.
- The control panel shall be screened on the outside perimeter to create a visual buffer with an architectural designed enclosure. The ITB Plans shall furnish and install this enclosure as part of this project.
- The control panel shall include an emergency generator receptacle of sufficient amperage to operate at least two pumps in the event of a power failure
- The City does not currently have a remote central location to receive and send information from and to this pump station. All equipment, instrumentation and controls are to be installed locally. The control panel shall include a control unit, a telemetry unit, ethernet, switches, relays, time delay components, antenna, etc. similar to the storm sewer pump stations recently installed by the City at 17th Street and West Avenue, 14th Street and 10th Street pump stations. All components mentioned above shall be adjusted as required to match the size of for the proposed axial pumps.
- The proposed pump station shall be equipped with a main switch disconnect separate from the control panel.
- An allowance has been provided as part of this contract for any additional items that the City requires above and beyond the intended items specified above or for any changes of the components specified.
- The construction of permanent generator will be required for this pump

PROJECT Limits: SR A1A/ Indian Creek Drive from 25th Street to 41st Street (M.P. 5.566 to M.P. 5.714, and M.P. 1.034 to M.P. 0.232)

- **FDOT Financial PROJECT Number:** 439228-2-58-01
- **County:** Miami-Dade

- **FDOT PROJECT Manager:** Judy Solaun-Gonzalez P.E.
- **CITY PROJECT Manager:** Giancarlo Pena, P.E.

DRAFT

EXHIBIT "A1"

PLAN QUANTITIES AND TYPICAL SECTIONS

DRAFT

EXHIBIT "B"
TOTAL PROJECT ESTIMATED COST

DRAFT

FINANCIAL SUMMARY
PROJECT FM# 439228-2-58-01

The estimated PROJECT cost for FM 439228-2-58-01 is \$38,601,389.00.

The DEPARTMENT's participation and maximum limit amount for reimbursement of actual eligible PROJECT costs is \$28,617,130.00. Eligible PROJECT costs are the costs related to the design, construction and construction engineering inspection of the PROJECT, in substantial accordance with the approved PDP, and do not include utility relocation or utility relocation related work.

The CITY's participation and maximum limit amount of PROJECT costs is \$9,984,259.00. Eligible PROJECT costs are the costs related to the administration, survey, design, construction and construction engineering inspection of the PROJECT, in substantial accordance with the approved PDP, and do not include utility relocation or utility relocation related work.

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EXHIBIT “C”
CITY RESOLUTION

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EXHIBIT "D"

AUDITS

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the CITY's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the CITY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The CITY, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the CITY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the CITY must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the CITY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the CITY shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

b. In connection with the audit requirements, the CITY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General Financial Services (DFS) or State of Florida Auditor General.

c. In the event the CITY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the CITY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the CITY must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the CITY's audit period for each applicable audit year. In the event the CITY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the CITY's resources (i.e., the cost of such an audit must be paid from the CITY's resources obtained from other than State entities).

d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

f. The CITY, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the CITY in correspondence accompanying the reporting package.

g. Upon receipt, and within six months, the Department will review the CITY's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the CITY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

h. As a condition of receiving state financial assistance, the CITY shall permit the Department, or its designee, DFS or the Auditor General access to the CITY's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The CITY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The CITY shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

EXHIBIT “E”

STANDARDS AND SPECIFICATIONS

All maps, plans and designs are to be prepared, and the PROJECT constructed with, English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines including but not limited to those listed below. Construction of the PROJECT shall likewise comply with all applicable DEPARTMENT manuals, memorandums and guidelines in effect as of the date of the advertising of the PROJECT, including but not limited to those listed below.

General

- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection CITY (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Any special instructions from the DEPARTMENT
- Bicycle Facilities Planning and Design Manual,
- CADD Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida DEPARTMENT of Business and Professional Regulation (DBPR)
- Ch. 62257, F.A.C. – Asbestos Program, Florida DEPARTMENT of Environmental Protection (DEP)
- Code of Federal Regulations
- Design Traffic Procedure
- Equivalent Single Axle Load Guidelines
- Florida Administrative Codes
- Florida DEPARTMENT of Business & Professional Regulations Rules
- Florida DEPARTMENT of Environmental Protection Rules
- Florida DEPARTMENT of Transportation Basis of Estimates Manual
- Florida DEPARTMENT of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida DEPARTMENT of Transportation Instructions for Structures Related Design Standards
- Florida DEPARTMENT of Transportation Handbook for Preparation of Specifications Package
- Florida DEPARTMENT of Transportation Materials Manual
- Florida DEPARTMENT of Transportation Plans Preparation Manual
- Florida DEPARTMENT of Transportation District 6 Design Handbook
- Florida DEPARTMENT of Transportation PROJECT Development and Environmental Manual
- Florida DEPARTMENT of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- K-Factor Estimation Process
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

- Policy for Geometric Design of Highways and Streets
- PROJECT Traffic Forecasting Guidelines
- Quality Assurance Guidelines
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Safety Standards
- Utility Accommodations Guidelines

- Florida DEPARTMENT of Transportation Construction Project Administration Manual (CPAM)

Permits

- Chapter 373, F.S.

Drainage

- Cross Drain
- Drainage Handbooks
- Drainage Manual
- Erosion and Sediment Control
- Hydrology
- Optional Pipe Materials
- Storm Drain
- Stormwater Management Facility
- Temporary Drainage Handbook

Survey and Mapping

- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
- FDOT Aerial Surveying Standards for Transportation PROJECTs Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- Florida DEPARTMENT of Transportation Right of Way Procedures Manual
- Florida DEPARTMENT of Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015

Traffic Operation Manuals

- AASHTO - An Information Guide for Highway Lighting
- AASHTO - Guide for Development of Bicycle Facilities
- American Disabilities Act
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- Federal Highway Administration Standard Highway Signs Manual
- FHWA - Roundabouts: An Informational Guide
- Florida DEPARTMENT of Transportation - Florida Roundabout Guide
- Florida DEPARTMENT of Transportation Manual on Uniform Traffic Studies (MUTS)
- Florida DEPARTMENT of Transportation Median Handbook
- Florida DEPARTMENT of Transportation Traffic Engineering Manual
- Minimum Specifications for Traffic Control Signal Devices
- National Electric Safety Code
- National Electrical Code

Structures

- AASHTO LRFD Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
- Florida DEPARTMENT of Transportation Structures Manual
- Florida DEPARTMENT of Transportation Structures Design Office Temporary Design Bulletins (available on Florida DEPARTMENT of Transportation Structures web site only)
- Florida DEPARTMENT of Transportation Preferred Details (available on Florida DEPARTMENT of Transportation Structures web site only)

Geotechnical

- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- Manual of Florida Sampling and Testing Methods
- Soils and Foundation Handbook

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EXHIBIT “F”

**CONSTRUCTION ENGINEERING AND INSPECTION
MINIMUM STAFFING REQUIREMENTS**

1.0 PURPOSE:

This exhibit describes and defines the minimum staffing requirements for the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing.

2.0 PERSONNEL:

2.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Estimated staffing of personnel to be assigned to this contract as necessary is outlined below:

Senior Project Engineer	1 (Full-time)
Project Administrator / Contract Support Specialist	1 (Full-time)
Senior Roadway Inspector	2 (Full-time)
Inspectors	2 (Full-time)

2.2 Personnel Qualifications:

The Consultant shall provide competent personnel qualified by experience and education.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Department and should occur as workload permits. Visit the training page on the State Construction office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follow. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department’s procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)]

or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

Other:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certificate Of course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

PROJECT ADMINISTRATOR - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Advanced MOT

CTQP Final Estimates Level II

Certifications:

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

Other:

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern)

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Drilled Shaft Inspection
IMSA Traffic Signal Technician Level I
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Other:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification Of course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection
CTQP Final Estimates Level I
MSA Traffic Signal Technician Level I
FDOT Intermediate MOT

Certifications:

Nuclear Radiation Safety

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

2.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working.