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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving a bridge development agreement between Miami-Dade County and Ludlam Trail Towers, LLC ("Developer") for the developer to design and construct the pedestrian bridge over Coral Way (SW 24th Street) and theoretical SW 69th Avenue in an amount not to exceed $3,193,046.96 as a designated purchase pursuant to section 2-8.1(B)(3) of the County Code by a two-thirds vote of Board members present; approving a partial assignment of the Professional Services Agreement and certain Work Order between the County and BCC Engineering, LLC to Developer ("Assignment Agreement"); authorizing County Mayor to execute the bridge development agreement and the Assignment Agreement and to exercise all provisions contained therein

Resolution No. R-381-24

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Directing the County Mayor to Approve the Development Agreement Between Miami-Dade County ("County") and Ludlam Trail Towers, LLC ("Developer") for the Developer to Design and Construct, and the County to Fund the pedestrian bridge over Coral Way (SW 24h Street); and Authorizing the County Mayor or County Mayor's Designee to Execute the Bridge Development Agreement and Assignment Agreement and to Exercise all Provisions Contained Therein.

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) for the bridge development agreement between the County and Developer for the Coral Way Development Area and authorize the County Mayor or Mayor's designee to provide funding to the Developer, for the design and construction of a pedestrian bridge over SW 24th Street, a County-owned roadway.

Recommendation

It is recommended that the Board approve, by a two-thirds vote, the attached resolution authorizing the designated purchase of a development agreement (Pedestrian Bridge Contract), Attachment 1, between Miami-Dade County and Ludlam Trail Towers, LLC (Developer) for development and oversight services related to the design and construction of the pedestrian bridge over SW 24th Street (Coral Way) pursuant to Section 2-8.1(b)(3) of the County Code in an amount not to exceed $3,193,046.96. It is not feasible to competitively bid out the oversight and development of the pedestrian bridge over Coral Way because the County has already procured a professional services agreement for these services and are adhering to section 2-8.1(b)(3)(i) of the County Code. It is further recommended that the Board approve the partial assignment of the Professional Services Agreement for Bridge Structural Engineering Projects PSA contract executed on August 30, 2021 and Work Order dated August 17, 2023 (Assignment Agreement), Attachment 2, between the County, through its Department of Transportation and Public Works, and BCC Engineering, LLC (Engineer) to the Developer for the design and engineering of the pedestrian bridge in the amount of $232,973.86.

Scope

Development of a pedestrian bridge for the Coral Way easement for public trail use is located over two non-contiguous, privately-owned parcels along theoretical SW 69th Avenue and north and south of SW 24th Street, located in County Commission District 6, which is represented by Commissioner Kevin Marino Cabrera.

Fiscal Impact/Funding Source

According to the most recent cost estimates, the bridge costs (all hard costs and the soft costs incurred in connection with the design, development, permitting, construction, and completion of the bridge construction) are $3,193,046.96 to be funded as per the table below.

Source	General Fund (Miami-Dade Rescue Plan)	Road Impact Fees	Capital Asset Series 2020C Bonds
Fund	G1004	CI001	CB058
Program	939080	939080	939080
Project	CPR000003004672	CPR000000071141	CPR000000071141
Amount	764,985.00	1,577,228.96	850,833.00

This is to be disbursed to the Developer on a not-to-exceed reimbursable basis as the work progresses. The $3,193,046.96 is inclusive of all the work of the Engineer which will also be paid on a reimbursement basis to the Developer.

Track Record/Monitor
The Department of Transportation and Public Works (DTPW) Ryan Fisher will manage the Bridge Development Agreement and Assignment Agreement.

Delegation of Authority
This item authorizes the County Mayor or County Mayor's designee to execute the Bridge Development Agreement and the Assignment Agreement and to exercise all provisions contained therein.

Background
On September 14, 2018, the Board adopted Resolution No. R-939-18, which approved and authorized the County Mayor or County Mayor's designee to, among other things, execute contracts for sale and purchase between the County and LR 13-18, LLC and FECI LT1, LLC, two subsidiaries of Florida East Coast Industries, of, essentially, the Ludlam Trail recreational trail segments, and easements to the County for public trail use through the development areas of the Trail, which development areas remained in private ownership. Specifically, the development areas are located at SW 40th Street (Bird Road), SW 24th Street (Coral Way) and SW 8th Street. On December 31, 2018, the County closed on the purchase of the Ludlam Trail.

The Coral Way easement for public trail use is located over two non-contiguous, privately-owned parcels along theoretical SW 69th Avenue and north and south of SW 24th Street (Coral Way Easement) and requires the private developer to construct the trail improvements within the development area. The Developer is constructing elderly affordable housing and a publicly accessible community center along the Ludlam Trail. The pedestrian bridge over Coral Way is designed to abut the affordable housing development and the County's bridge engineers have advised that for safety, logistics and economic reasons, it is logical and in the best interest of the public that the pedestrian bridge spanning over Coral Way be developed, designed and constructed by the Developer. This will ensure design cohesion and symmetry between the pedestrian bridge and the affordable housing development and enhance safety for both pedestrians and cyclists using the bridge as well as for the motorists traveling under it.

It is therefore in the best interest of the County to have the Developer construct the pedestrian bridge and it is not feasible to competitively select another developer to undertake the work. On November 15, 2022, the Board adopted Resolution No. R-1136-22, approving an amendment to the Coral Way Easement agreement to remove the requirement that the Developer fund the construction of the

pedestrian bridge over Coral Way and instead require the County to fund the construction of the pedestrian bridge span in exchange for the conveyance from the Developer to the County of fee simple ownership of the improvements within the Coral Way Easement and any necessary easement rights over Developer's other property that is necessary for the County to operate and maintain the easement improvements and the pedestrian bridge, subject to the negotiation and execution of a Development Agreement. The County and the Developer have prepared a Bridge Development Agreement for the Developer to construct, and the County to fund, a pedestrian bridge over Coral Way in accordance with the standards and criteria set forth by DTPW, and DTPW will be managing their existing contract on sub-assignment of engineering contract to adhere to all design and engineering criteria.

Jimmy Morales
Chief Operations Officer

Memorandum

Date: April 1, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Maria I. Nardi
Director
Parks, Recreation and Open SpacesDepartment

Subject: Request to Process Late Departmental Agenda Item

Please accept this late item requesting that the Resolution directing the County Mayor to approve the development agreement between Miami-Dade County and Ludlam Trail Towers, LLC ("Developer") for the Developer to design and construct, and the County to fund, the pedestrian bridge over Coral Way (SW 24 street) to be placed on an April Committee agenda.

The agenda item for the development agreement for a pedestrian bridge over Coral Way is time sensitive in that the pedestrian bridge needs to be completed by the Developer before the final certificate of occupancy is issued for the adjacent apartment building, which the Developer is also constructing.

RESOLUTION APPROVING A BRIDGE DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LUDLAM TRAIL TOWERS, LLC ("DEVELOPER") FOR THE DEVELOPER TO DESIGN AND CONSTRUCT THE PEDESTRIAN BRIDGE OVER CORAL WAY (SW 24TH STREET) AND THEORETICAL SW 69TH AVENUE IN AN AMOUNT NOT TO EXCEED $3,193,046.96 AS A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT; APPROVING A PARTIAL ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT AND CERTAIN WORK ORDER BETWEEN THE COUNTY AND BCC ENGINEERING, LLC TO DEVELOPER ("ASSIGNMENT AGREEMENT"); AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE BRIDGE DEVELOPEMNT AGREEMENT AND THE ASSIGNMENT AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

Approved by Mayor or Mayor's Designee
Signature

Jimmy Morales
Print Name

Approved by Policy Director or Designee
Signature

Nicole Tallman
Print Name

Date

c. Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
✓	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
5-7-24

RESOLUTION NO. R-381-24

RESOLUTION APPROVING A BRIDGE DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LUDLAM TRAIL TOWERS, LLC ("DEVELOPER") FOR THE DEVELOPER TO DESIGN AND CONSTRUCT THE PEDESTRIAN BRIDGE OVER CORAL WAY (SW 24TH STREET) AND THEORETICAL SW 69TH AVENUE IN AN AMOUNT NOT TO EXCEED $3,193,046.96 AS A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT; APPROVING A PARTIAL ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT AND CERTAIN WORK ORDER BETWEEN THE COUNTY AND BCC ENGINEERING, LLC TO DEVELOPER ("ASSIGNMENT AGREEMENT"); AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE BRIDGE DEVELOPMENT AGREEMENT AND THE ASSIGNMENT AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined int eh accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recitals and incorporates them into this resolution.

Section 2. Approves the bridge development agreement between the County and Ludlam Trail Towers, LLC ("Developer") for the design and construction of a pedestrian bridge over Coral Way (SW 24th Street) and theoretical SW 69th Avenue along the Ludlam Trail in an amount not to exceed $3,193,046.96 as a designated purchase pursuant to section 2-8.1(B)(3) of the County Code by a two-thirds vote of Board members present, in substantially the form attached hereto and made a part hereof as Attachment 1.

Section 3. Approves the partial assignment of the Professional Services Agreement dated July 29, 2022 and Work Order dated September 5, 2023 between the County, through its Department of Transportation and Public Works, and BCC Engineering, LLC to Developer ("Assignment Agreement") for the design and engineering of the Coral Way pedestrian bridge in substantially the form attached hereto and made a part hereof as Attachment 2.

Section 4. Authorizes the County Mayor or Mayor's designee to execute the bridge development agreement and Assignment Agreement with the Developer and to exercise all provisions contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Kevin Marino Cabrera. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez
Michael B. Valdes

ATTACHMENT 1

PEDESTRIAN BRIDGE CONTRACT

This PEDESTRIAN BRIDGE CONTRACT (this "**Contract**") is dated as of the 13 day of March, 2024, and made by and among **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **LUDLAM TRAIL TOWERS, LLC**, a Florida limited liability company, its successors and/or assigns ("**LTT**" or "**Developer**"), collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, the County owns and/or has an ownership interest in certain portions of real property in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**County's Trail Property**"), and which extends, non-contiguously, from SW 80th Street to NW 7th Street (the "**Trail Limits**"), as depicted on the map attached hereto as Exhibit "B", and made part hereof, and the County seeks to create an uninterrupted, continuous trail (the "**Ludlam Trail**" or the "**Shared Use Trail**") upon the County's Trail Property and portions of other real property within the Trail Limits for the use of the Shared Use Trail by the County and the public for the Trail Use (as hereinafter defined); and

WHEREAS, LTT owns two (2) non-contiguous parcels of real property in Miami-Dade County, Florida, located within the Trail Limits, said real property being more particularly described on Exhibit "C" attached hereto and made a part hereof (the "**LTT's Parcels**"), and which LTT's Trail Parcel is divided by the public right of way known as S.W. 24th Street or Coral Way (the "**Public Road**"); and

WHEREAS, the County has purchased, and LTT has granted, an easement to the County for the public use of the Ludlam Trail through LTT's Parcels ("**Easement Area**"), and which requires LTT to design and construct certain trail improvements as described in the Amended and Restated Perpetual Easement and Development Agreement executed on _____, and recorded in Miami-Dade County Official Record Book _____ Pages _____ (the **"Easement Agreement"**); and

WHEREAS, the Easement Agreement requires LTT to construct, at its cost, certain improvements within the Easement Agreement and on the County's Trail Property, and, at the County's cost, a pedestrian bridge (the "**Bridge**") over the Public Road for the Ludlam Trail and its users to cross over the Public Road; and

WHEREAS, the parties desire to enter into this Contract to delineate the responsibilities between the parties related to the design, permitting, construction, and funding of the Bridge and certain Shared Use Trail improvements on the County's Trail Property; and

WHEREAS, the County desires, and the Developer has agreed, to design, permit, and construct the Bridge pursuant to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, and the Developer agree as follows:

1. **Incorporation of Recitals; Defined Terms.** The recitals are true and correct and are hereby incorporated into this Contract. All capitalized terms used in this Contract, if not specifically defined in this Contract, shall have the same definitions set forth in the Easement

Agreement. The terms set forth below, when used anywhere in this Contract, shall be defined as follows:

(a) "Applicable Law" shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, and requirements of all federal, state, county and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Bridge Project.

(b) "Board" shall mean Miami-Dade County's Board of County Commissioners.

(c) "Bridge" shall mean the pedestrian bridge (including its abutments) to cross the Public Road, to provide safe pedestrian and non-motorized user access and connection to and from the Ludlam Trail in accordance with the Bridge Design Criteria and all other terms and conditions set forth in this Contract and in the Easement Agreement.

(d) "Bridge Project" shall mean all planning, design, testing, permitting, engineering, construction, development, erection, supplies, materials, equipment, labor, and work required to achieve Final Completion of the Bridge (including its abutments) to cross the Public Road to provide safe pedestrian and non-motorized user access and connection to and from the Ludlam Trail in accordance with the Bridge Design Criteria and all other terms and conditions set forth in this Contract and in the Easement Agreement. Notwithstanding the foregoing, the definition of "Bridge Project" as used herein shall only include such portions of the pedestrian bridge and its abutments as depicted in the Bridge Design Criteria attached hereto.

(e) "Bridge Costs" shall mean means all Hard Costs and the Soft Costs incurred in connection with the design, development, permitting, construction, and completion of the Bridge and shall include no other costs.

(f) "Bridge Design Criteria" is attached hereto as Exhibit "D".

(g) "Business Day" shall mean any day that is not a Saturday, Sunday, or other day on which the County is officially closed for business or banks located in the County are required or authorized by law or executive order to close.

(h) "Casualty" shall mean property damage caused by (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (v) any other extreme weather or natural event, such as earthquake, tornado or flood, or (vi) fire or explosion. In no event shall "Casualty" include any intentional, malicious or grossly negligent act or failure to act by Developer, Contractor, Design Professionals or any subcontractor, subconsultant, or employee thereof, or any other person or entity under contract with the aforementioned or under any of their direction or control.

(i) "Commencement of Construction" shall mean the beginning of actual physical and visible start of work on the Bridge site (i.e., staging, demolition, or excavation work) for the Bridge Project. It is preceded by having official building permit(s) in hand, and approved bonds and insurances. The Commencement of Construction date shall be reflected in the construction baseline schedule as a milestone. The phrase "visible start of work" shall not include

testing, surveying, or other due diligence activities, nor shall it include groundbreaking ceremonies, but shall instead mean significant site work such as land clearing and/or the commencement of excavation.

(j) "Construction Documents" means the architectural/engineering drawings, specifications, and other documents, as may be amended from time to time in accordance with this Agreement, setting for the design of the Bridge and the requirements for its construction in sufficient detail for the permitting and construction of the Bridge Project.

(k) "Contractor" shall mean the Florida-licensed and approved Florida Department of Transportation ("**FDOT**") construction contractor to undertake the construction of the Bridge.

(l) "County" shall have the meaning set forth in the preamble of this Contract.

(m) "County Bridge Contribution" shall mean an amount not to exceed $3,193,046.96

(n) "County Representative" will be the primary contact for the Developer on behalf of the County in connection with this Contract and any submissions, approvals, consents, joinders, or inquiries with respect to this Contract and the Bridge Project. The County may replace the County Representative at any time by prior written notice to the Developer. The County Representative shall be the Director of the County's Department of Parks Recreation and Open Spaces or their designee.

(o) "Design Development Documents" shall mean the drawings and specifications based upon and refining the Bridge Design Criteria illustrating the scope, relationship, forms, size, and appearance of the Bridge by means of plans, sections and elevations, typical construction details and equipment layouts.

(p) "Developer" shall have the meaning set forth in the preamble of this Contract.

(q) "Developer Representative" will be the primary contact for the County on behalf of the Developer in connection with this Contract and any submissions, approvals, consents, joinders, or inquiries with respect to this Contract and the Bridge Project. The Developer may replace the Developer Representative at any time by prior written notice to the County.

(r) "Draw Request" shall be Developer's request for reimbursement for work performed.

(s) "DTPW" shall mean the Miami-Dade Department of Transportation and Public Works.

(t) "Easement Agreement" shall mean the Amended and Restated Perpetual Easement and Development Agreement executed on _____, and recorded in Miami-Dade County Official Record Book _____ Pages _____.

(u) "Effective Date" shall mean the date written on the first page of this Contract, and shall be the date that this Contract is fully executed by all Parties, including

execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Contract, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

(v) "Engineering Professionals" shall mean all engineers (including but not limited to MEPs, Civil, Structural, etc.), architects, other design professionals, and professional services consultants retained by the Developer to provide engineering, architectural, design, and engineering-related design services for the Bridge.

(w) "Final Completion" shall be the date, as reasonably determined by the County, that Developer: (1) completes all of the work for the Bridge in accordance with the Construction Documents, the Design Development Documents, and the Final Plans; (2) achieves the completion of all construction activities for the Bridge, including but not limited to, completion of all punch-list items, correction of all deficiencies noted at time of Substantial Completion, and completion of all required final inspections by PROS, DTPW and their consultants, and/or any other agencies having jurisdiction, close-out documents, delivery of all spares and extra materials and activation of all warranties; and (3) delivers final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits; provided, however, that if there is a good-faith dispute between Developer and one of its contractors or subcontractors regarding payment, then Developer shall be deemed to have achieved Final Completion if it has satisfied all other requirements and maintains bonding or otherwise escrowing sums in dispute to the reasonable satisfaction of the County.

(x) "Final Plans" shall be the 100% complete Construction Documents that are approved by the County as set forth in Section 3(c) below.

(y) "Force Majeure" shall mean the occurrence of any (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) blockade or embargo, (v) epidemics, pandemics, quarantine or severe health alerts issued by a Governmental Authority relating thereto, (vi) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (vii) any other extreme weather or natural event, such as earthquake, tornado or flood, (vii) fire or explosion, or (viii) an official or unofficial strike, lockout, go-slow, or other labor dispute.

(z) "Governmental Authority" shall mean any national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public, or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity or any arbitrator with authority to bind a party at law, in each case having jurisdiction over the Bridge Project.

(aa) "Hard Costs" means, and shall include, the cost of all labor, construction materials, fixtures, equipment, landscaping, and hardscaping incorporated into the work for the Bridge Project, as applicable, including but not limited to locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the Bridge Project. Hard Costs shall also include bonding and insurance costs for the Contractor.

(bb) "Liens" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, in each case, in the nature of security.

(cc) "Permits" shall mean any and all development, zoning, platting, subdivision, site plan, design, plans and specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Bridge Project.

(dd) "Project Costs" means all Hard Costs and all Soft Costs incurred in connection with the design, development, permitting, construction, and completion of the Bridge Project.

(ee) "Soft Costs" means all costs relating to (i) surveyors, (ii) architects, (iii) engineers, (iv) other Engineering Professionals, (v) attorneys needed to make applications for and secure zoning and other permitting and development approvals, and (vi) any other fees and expenses directly related to the development of the Bridge Project, as applicable, but excluding Hard Costs. Soft Costs shall include mitigation expenses and contributions required to compensate for environmental or water quality impacts associated with the Bridge Project, as applicable. Soft Costs exclude fees paid to lobbyists, auditors, accountants, or tax expenses, payments or commissions to brokers and salespersons, marketing or advertising expenses, payments to sponsors or supporters, and interest or financing payments.

(ff) "Substantial Completion" shall be the time and date at which the work for the Bridge Project has progressed to the point where, in the reasonable opinion of the County's professional staff, the work is sufficiently complete in accordance with the Construction Documents, the Design Development Documents, and the Final Plans, so that the Bridge Project can be occupied and/or utilized for the purposes for which it is intended. Substantial Completion must occur before the Easement Improvements (as defined in the Easement Agreement) and the Bridge are issued a Certificate of Completion (if applicable) by the applicable County department that allows the County to utilize the Bridge for the purposes for which it is intended.

(gg) "Term" shall mean from the Effective Date until the date that is three (3) years after the Effective Date as such term may be extended pursuant to the terms of this Contract.

2. **Bridge; Generally.**

(a) Developer agrees to develop, design, engineer, permit, and construct the Bridge in accordance with the terms, conditions, and procedures set forth in this Contract. The Bridge shall be a grade-separated pedestrian bridge spanning over the Public Road right-of-way and shall include all needed supports, foundations, and components necessary for the functioning thereof. The Bridge shall meet or exceed all requirements and standards for bridge construction promulgated by the FDOT. The Bridge shall be constructed, in part, over the Public Road, and in part, on LTT's Parcels. If any part of the Bridge (including any of its components, support structures and/or substructures or foundations) are designed and engineered to be constructed outside of the Easement Area, the Public Road or any other property owned in fee simple by the County, then, within thirty (30) days of the date that the Developer has achieved Commencement of Construction of the Bridge Project, it shall execute and record in the public records of Miami-Dade County an amendment to the Easement Agreement to amend the legal

description of the Easement Area to include all land or property upon which any part of the Bridge (including, but not limited to, foundations, superstructure, supports, and components) is to be erected for the County's use, access, development and maintenance of the Bridge.

(b) The Developer shall be responsible for seeking and obtaining any and all approvals necessary to undertake the Bridge Project, including but not limited to:

(i) all plat approvals, temporary plats, and waivers of plat, as applicable,

(ii) all re-zoning or zoning variances necessary to develop the Bridge,

(iii) all approvals needed from governmental and regulatory agencies, including but not limited to, the FDOT, the Miami-Dade Water and Sewer Department, the Department of Transportation and Public Works, the Regulatory and Economic Resources Department ("**RER**") Division of Environmental Resources Management, and RER Building,

(iv) building permits,

(v) all maintenance of traffic plans, permits and approvals needed to do work on the Bridge and over the Public Road,

(vi) road, alley, and/or public right of way closures,

(vii) all temporary construction easements or licenses for staging or otherwise from the County or third parties necessary to effectuate the construction of the Bridge, and

(viii) relocation of utilities and utility easements.

(c) In connection with the proposed Bridge Project, the County agrees to provide such access to the County's Trail Property and the Public Road which is reasonably necessary to allow Developer to undertake all actions necessary to construct the Easement Improvements and the Bridge and to join in, as the owner of the County's Trail Property, the Public Road and the resulting Bridge and the holder of certain easement rights under the Easement Agreement, in any plat, waiver of plat, zoning, building permits, or other application(s), as necessary in order to cooperate with the Developer in the development of the Bridge Project in accordance with this Contract but solely in its capacity as owner of the aforementioned. Further, the County, by its County Mayor, or County Mayor's designee, agrees to reasonably cooperate with the Developer, and to execute any documents that may be reasonably requested by the Developer to accomplish the development of the Bridge Project. However, any and all costs and/or expenses associated with securing approval for any such applications for the Bridge Project shall be the sole and absolute responsibility of the Developer (subject to the County's reimbursement obligations set forth in Section 5 of this Contract).

(d) Notwithstanding any proposed or future changes that may be made in connection with the design, permitting, construction, or re-constructions of the Bridge or any component thereof (whether or not on the County's Trail Property), the County agrees that it shall not require the Design Development Documents to deviate from the proposed grade and elevation of the Bridge as set forth in the Bridge Design Criteria, except to the extent such

deviation is necessary or required by applicable law to deliver the bridge or necessary to satisfy applicable engineering standards.

3. **Design and Engineering of the Bridge**.

(a) Selection and Contracting of Engineering Professionals. In order to expedite the design and engineering of the Bridge, the County has issued a Service Order to BCC Engineering, LLC (an appropriately licensed, FDOT-approved and qualified engineer and referred to herein as the Engineering Professional) under a Professional Services Agreement (the "**PSA**") to start working on the design and engineering of the Bridge, the development of all Design Development Documents, Construction Documents, and the Final Plans for the Bridge. As of the Effective Date and in accordance with the assignment agreement ("**Assignment Contract**") attached hereto as Exhibit "F", Developer shall accept the assignment of all obligations and rights set forth in the Service Order and the partial assignment of the PSA up to the amount of the Service Order (including negotiated scope, cost, and delivery schedule) and become responsible to ensure all Engineering Professionals act and provide services for the Bridge in a diligent, competent, and professional manner all in accordance with the provisions of this Contract, which includes consultation with and approval by the County, as set forth herein. In undertaking the development, engineering, design, and permitting of the Bridge, Developer shall comply, and shall cause its Engineering Professionals to comply with, all Applicable Laws. Any amendments to the Service Order and PSA between Developer and Engineering Professional following the date of assignment, including but not limited to, any increases to the amounts payable to the Engineering Professional under the PSA and Service Order, shall be subject to the prior approval of the County, not to be unreasonably conditioned, withheld or delayed.

Notwithstanding the foregoing, the Developer and the County understand and agree that the County Bridge Contribution and funding obligations to be paid therewith relating to the design and engineering shall be limited to those fees, costs, and expenses under the Service Order with the Engineering Professional that are set forth in the Service Order and remain unpaid as of the Effective Date for the design and engineering efforts. From the moment the Service Order and PSA are partially assigned to the Developer, the remaining balance of the contract amount in the Service Order shall be paid by Developer from its own funds and shall be reimbursed by the County as part of the County Bridge Contribution up to the amounts set forth in said Service Order on the Effective Date and following the same payment reimbursement process outlined under Article 6(h) Construction of the Bridge Project - Progress Payments; Draw Requests.

Any additional cost/fees which may become necessary to complete the development, engineering, design, and permitting of the Bridge and are not already included in the assigned Service Order or covered by the additional services and reimbursable allowances within the PSA shall be timely discussed with the County and shall be subject to the written approval of the County in advance of its execution and performance. Additional costs resulting from design errors or omissions shall not be applied for and they will not be reimbursed by the County. All contracts for the Engineering Professionals for services for the Bridge shall be consistent with the terms of this Contract and shall include, at a minimum, the following provisions:

(i) All such contracts with Engineering Professionals shall be governed by Florida law and venue shall lie in Miami-Dade County, Florida for any actions arising thereunder;

(ii) Provisions under which all such contracts with Engineering Professional may be assigned to the County, at the election of the County, following an uncured breach by the Developer of this Contract;

(iii) Require that the County be specifically identified as a third-party beneficiary to each such contract with Engineering Professionals;

(iv) Indemnity and insurance provisions consistent with this Contract and whereby the Engineering Professionals indemnify and hold harmless the County to the same extent as Developer does under this Contract;

(v) Provisions granting ownership rights to the County for the Final Plans developed for the Bridge and the right to re-use same in perpetuity for the Bridge or any other lawful purpose; and

(vi) Requirements that the Engineering Professionals comply with all Applicable Laws.

(b) Design Development; Generally. If the Developer utilizes the construction manager at risk methodology for development and construction of the Bridge, Developer shall oversee and ensure that the Engineering Professionals work together with the Contractor during: (i) the design process in order for the County to be confident as to the quality and aesthetics of the proposed design; and (ii) the construction process in order to minimize errors and construct the Bridge in accordance with the approved Final Plans.

No later than thirty (30) days after the Effective Date, the Developer shall provide the County with a construction schedule in Microsoft Project software, prepared using CPM, that identifies, coordinates, and integrates the testing, design, approvals, permitting, procurement and construction activities and the major milestones (start/end of each design phase; the permitting phase; the procurement phase(s) as applicable; the construction phase; and the closeout phase) for the Bridge Project. Such schedule shall also include the inspections by Governmental Authorities having jurisdiction over the construction of the Bridge Project, and other activities as are necessary for the timely completion of the Bridge Project, Easement Improvements, and the progress of the Developer's residential towers to illustrate the cohesive and coordinated overall effort to prosecute the work concurrently and in accordance with the Easement Agreement.

(c) Design Review and Approval Process. The County shall have the right to review, comment on, and approve all Design Development Documents, Construction Documents and the Final 100% Plans in accordance with this Contract.

(i) Design Development Documents: Developer shall within sixty (60) days of the Effective Date, submit to the County for its review and approval the 100% Design Development Documents for the Bridge. The 100% Design Development Documents shall be consistent in all respects with the Bridge Design Criteria and must be prepared by the Engineering Professionals. The 100% Design Development Documents shall include and show, without limitation, preliminary architectural elevations, structural, grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from the Bridge and Trail Project, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. Within 30 days after the County receives the 100%

Design Development Documents, the County shall either approve of them or deliver to Developer specific corrective comments. The County shall not be unreasonable in exercising its approval rights hereunder. Developer shall exercise reasonable diligence in resolving any objections by the County to the 100% Design Development Documents and thereafter submit the revised Design Development Documents to the County.

(ii) 50% Construction Documents. Developer shall, as soon as reasonably practicable following the County's approval of the 100% Design Development Documents in accordance with the preceding subsection, submit to the County for its review and approval the 50% completed Construction Documents for the Bridge. The 50% Construction Documents for the Bridge shall be consistent with the County Bridge Criteria and the 100% Design Development Documents approved by the County in accordance with the preceding subsection and must be prepared by the Engineering Professionals. The 50% Construction Documents shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, if applicable, locations of ingress and egress to and from the Bridge, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. Within thirty (30) days after the County receives the 50% completed Construction Documents, the County shall either approve of them or deliver to Developer specific corrective comments. The County shall not be unreasonable in exercising its approval rights hereunder. Developer shall exercise reasonable diligence in resolving any objections by the County to the 50% completed Construction Documents and thereafter submit the revised 50% completed Construction Documents to the County.

(iii) Final Plans. Developer shall, as soon as reasonably practicable following the County's approval of the 50% Construction Documents in accordance with the preceding subsection, prepare its final 100% completed Construction Documents for the Bridge. The final 100% completed Construction Documents for the Bridge shall be consistent with the County Design Criteria and the 50% Construction Documents approved by the County in accordance with the preceding subsection and must be prepared by the Engineering Professionals. The final, 100% completed Construction Documents shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the Bridge, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. If the CM @ Risk delivery method was selected the final 100% completed Construction Documents shall also include the CM @ Risk reviews, comments, estimates for each development phase. The 100% completed Construction Documents shall be in a final condition such that they are ready to be submitted for permitting approval. Within thirty (30) days after the County receives the final 100% Construction Documents, the County shall either approve of them or deliver to Developer specific corrective comments. The County shall not be unreasonable in exercising its approval rights hereunder. Developer shall exercise reasonable diligence in resolving any objections by the County to the final 100% completed Construction Documents and thereafter submit the revised, final 100% completed Construction Documents to the County for its review and comment and any disagreements shall be resolved as set forth in the preceding subsection. When the final 100% completed Construction Documents are complete and

approved by the County, these shall be deemed the Final Plans and Developer shall deliver to the County five (5) sets of the Final Plans, including one Mylar set or CADD file and specifications and working drawings for the Bridge which are signed and sealed by the Engineering Professionals. As and to the extent necessary, Developer shall also institute the process of obtaining approval of the Final Plans by all other governmental entities having jurisdiction over the Bridge and Developer will provide any revisions to the Final Plans that are required by such other governmental entities to the County for its review and approval.

(d) For each submittal of documents required by the subsection 3(c) above, Developer shall submit two (2) sets of prints to the County, with the date noted on each print, along with two CADD / Revit / any applicable electronic files CDs with such drawings.

(e) The County's approval of all plans as set forth in this Section 5 is being undertaken pursuant to the County's proprietary, and not governmental or regulatory, capacity. The County's approval pursuant to this Section 4 shall not relieve Developer of its obligations under law to file such plans with any departments of the County or any other governmental authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain issuance of such permits. Further, nothing contained herein shall be construed to limit the County's authority to review any design and make appropriate comments or recommendations through the County's regulatory review processes, including zoning and site plan review. Developer acknowledges that any approval given by the County pursuant to this Section 4 shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or in compliance with any applicable laws, and no such approval shall impose any liability upon the County.

(f) Once Final Plans are approved by the County, Developer shall provide the County with a set of the final signed Final Plans and in both electronic and hard copy formats. In the event any change is proposed after approval of the Final Plans other than minor revisions, then Developer must submit the proposed changes to the Final Plans for the County's approval, which approval shall not be unreasonably withheld, conditioned or delayed and the County shall have thirty (30) days following receipt from Developer to review and approve and/or provide comments to the proposed changes to the Final Plans.

4. **Bridge Costs; County's Bridge Contribution**. The Developer acknowledges, understands and agrees that the County has set aside and has agreed to contribute an amount not to exceed the County's Bridge Contribution towards the Bridge Costs in accordance with the terms and conditions of this Contract. All payment to Developer for the Bridge Costs shall be made on a reimbursement basis within thirty (30) days of the Developer submitting a pay application to the County with sufficiently detailed information as to the services or work for which payment is sought and evidence to show that payment has been made by the Developer for same. Payment for design and/or construction services shall be made in accordance with the provisions of Section 6(h) below. The Developer understands, acknowledges and agrees that it shall fund and bear the cost of: (a) all cost overruns for the Bridge for expenses and costs necessary to achieve Final Completion of the Bridge (except to the extent such cost overruns are the result of County-requested modifications to the Final Plans following final approval by the County of the Final Plans) and (b) all costs and expenses for professional services covered by section 287.055, Florida Statutes for the design and engineering of the Bridge that are in excess of the amount set forth in the Service Order for the Engineering Professional as of the Effective Date unless otherwise previously approved in writing by the County.

5. **Construction of the Bridge Project.** Developer shall be responsible for managing, directing, supervising, coordinating, and controlling the planning, design, permitting, and construction of the Bridge in accordance with this Contract. Developer shall be responsible for the selection, oversight, and management of the Contractor necessary to construct and manage the construction of the Bridge and that the Contractor acts and provide services for the construction of the Bridge in a diligent, competent, and professional manner all in accordance with the provisions of this Contract, including any consultation with and approval by County, as may be required elsewhere in this Contract. In undertaking the development and construction of the Bridge, Developer shall comply, and shall cause its Contractor to comply with, all Applicable Laws.

(a) Budget. The initial budget for the Bridge includes all Bridge Costs and is attached hereto as Exhibit "E". The Developer shall update the initial budget for the Bridge from time to time to reflect the current Bridge Costs and any change orders implemented in accordance with this Contract and shall provide copies thereof to the County. In no event shall the budget for the Bridge require the County to pay the Developer: (i) any sums beyond the County's Bridge Contribution unless otherwise previously approved in writing by the County; The Developer shall provide the County with monthly progress reports, in a form reasonably acceptable to the County, relating to the Bridge Costs, including all expenditures by the Developer during the preceding month.

(b) Selection and Contracting of Contractor. The Developer shall select the Contractor in accordance with the competitive bidding requirements of Applicable Laws and in particular section 255.20, Florida Statutes, to undertake the construction of the Bridge. Contractor shall be prequalified under FDOT procedures, including section 337.14, Florida Statutes and Chapter 14-22, F.A.C.).

The contract with the Contractor shall be consistent with the terms of this Contract and shall include, at a minimum, the following provisions:

(i) The contract with the Contractor shall be governed by Florida law and venue shall lie in Miami-Dade County, Florida for any actions arising thereunder;

(ii) Provisions under which the contract with the Contractor may be assigned to the County, at the election of the County, following an uncured breach by the Developer of this Contract;

(iii) Require that the County be specifically identified as a third-party beneficiary in the contract with the Contractor;

(iv) Indemnity and insurance provisions consistent with this Contract and whereby the Contractor shall indemnify and hold harmless the County to the same extent as Developer does under this Contract;

(v) Provisions requiring the Contractor to provide, maintain, and submit monthly updated schedules in an electronic schedule in the critical path methodology ("CPM") format in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc.);

(vi) Provisions requiring that the Contractor provide the County, promptly upon the County's request, any books, records, schedules, or documents relating to the Bridge that are sought by the County;

(vii) Provisions prohibiting the Contractor and all of its subcontractors from discriminating against any employee or applicant for employment in the performance of the work for the Bridge with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry;

(viii) Provisions requiring the Contractor to warrant its work in accordance with section 5(k) of this Contract set forth below and acknowledging that, upon Final Completion of the Bridge, all such warranties are assigned to the County; and

(ix) Requirements that the Contractor comply with all Applicable Laws.

(c) Pre-Construction Requirements. No later than thirty (30) days after the County and all other governmental agencies with regulatory and permitting oversight for the Bridge have approved all of the necessary permits for the construction of the Bridge and prior to the Commencement of Construction or any mobilization of the Contractor for the Bridge work or purchase of any supplies or materials for the Bridge work, the Developer shall provide the County with:

(i) a revised construction schedule in Microsoft Project software, prepared using CPM, that identifies, coordinates, and integrates the procurement and construction activities and the major milestones (construction phase; and closeout phase) for the Bridge, inspections by Governmental Authorities having jurisdiction over the construction of the Bridge, and other activities as are necessary for the timely completion of the Bridge Project, Easement Improvements, and the progress of the Developer's residential towers to illustrate the cohesive and coordinated overall effort to prosecute the work concurrently and in accordance with the Easement Agreement,

(ii) a schedule of values, which shall indicate a complete breakdown of labor and material of all categories of work on the Bridge (in CSI Division 16 format) and shall include such items as bonds and insurances, mobilization, contract administration, supervision, etc. The County may require further breakdown after review of the Developer's submission. Each item of the detailed estimate shall include its proportionate share of overhead, profit and all other expenses involved. The quantities and unit prices shall be extended to show the total amount for each item of work and the summation of these amounts shall total in each case the exact amount of the Hard Costs of County Bridge Contribution. Failure to comply will result in the County withholding reimbursement,

(iii) all certificates of insurance from the Contractor required by this Contract; and

(iv) payment and performance bond required by subsection 5(d) of this Contract.

Each of the aforementioned shall be subject to the County's review and approval, which approval shall not be unreasonably conditioned, withheld or delayed.

(d) Payment and Performance Bond; Alternative Security.

(i) At least ten (10) days prior to ordering any supplies or materials, mobilizing, or undertaking any work on the Bridge Project, the Developer shall obtain and shall record in the public records of Miami-Dade County, Florida, in compliance with Section 255.05, Florida Statutes, a single instrument Payment and Performance Bond, satisfactory to the County, for twice the amount of the County Bridge Contribution (no less than 100 percent of the total maximum amount of the County Bridge Contribution for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues).

(ii) The bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
$500,001 to $1,500,000	B V
$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,000 to $10,000,000	A VIII
Over $10,000,000	A IX

(iii) The surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

(iv) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(v) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

(vi) The required bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

(vii) In the event the surety on the Payment and Performance Bond given by the Developer becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the County shall withhold all payments under the provisions of this Contract until the Developer has given a good and sufficient bond in lieu of bond executed by such surety.

(viii) Alternatively, and least thirty (30) days prior to ordering any supplies or materials, mobilizing, or undertaking any work on the Bridge Project, Developer may provide the County with (1) payment and performance bonds complying with the

requirements of Section 255.05, Florida Statutes, and all of the requirements of this subsection 5(c) from the Contractor in an amount not less than 100% of the Contractor's contract price related to the Bridge to insure that the construction work shall be completed or, on its default, the surety and to secure the completion of the Bridge free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the County as an additional obligee, and (2) an alternate form of security permitted under Section 255.05, Florida Statutes, from Developer in a form reasonably acceptable to the County and in an amount not less than $250,000.00 to insure that the construction work shall be completed, to secure the completion of the Bridge free from all liens and claims of sub-contractors, mechanics, laborers and materialmen, and to ensure that Developer complies with all other terms and conditions of this Contract, each to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate the Contractor and all other contractors, subcontractors, materialmen, suppliers and laborers performing work in connection with the Bridge have been paid and Final Completion has been obtained for same.

(ix) If Developer provides the alternative security permitted by subsection 6(d)(viii) above, Developer shall also obtain unconditional releases of lien from its Contractor at the time each Draw Request is made or a consent of surety;

(x) Cancellation of any bond or alternative security, or non-payment by the Developer of any premium for any Bond required by this Contract, shall constitute a breach of this Contract

(xi) The County shall be entitled to draw-down on the alternative security if Developer fails to undertake and complete the construction work for the Bridge Project in accordance with the terms and conditions of this Contract following any notice and expiration of any cure period, to secure the completion of the Bridge free from all liens and claims of sub-contractors, mechanics, laborers and materialmen, and to ensure that Developer complies with all other terms and conditions of this Contract due or arising after the Commencement of Construction.

(e) Oversight and Progress of Bridge Work. Developer shall be responsible for managing, directing, supervising, coordinating, and controlling the planning, design, permitting, and construction of the Bridge in accordance with the Final Plans, this Contract and Applicable Law. The Developer will enforce their construction contract with the Contractor while assuming full responsibility for supervising the complete performance for all of the work, and for the methods, means, and equipment used in performing the work and for all materials, tools, apparatus, and property of every description used in connection therewith. Developer shall be responsible for taking all reasonable action for the orderly performance of all aspects of the work required in connection with the construction of the Bridge, including but not limited to:

(i) updating, or causing to be updated, on a monthly basis, the construction schedule for the Bridge and delivery copies to the County;

(ii) retaining and supervising the personnel reasonably required by the Developer in order to properly perform or cause to be performed the work for the Bridge;

(iii) maintaining, or causing to be maintained, complete and accurate books and records, consistent with industry standards, regarding the design and construction of the Bridge, including all needed shop drawings (copies of all submittals

and approvals to be provided to the County), change orders, as-built drawings, applications for payment, permits, insurance policies, bills, vouchers, receipts, lien waivers, customary periodic reports, inspector daily reports, estimates, correspondence and bid calculation sheets;

(iv) taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Engineering Professionals and the Contractor and all other agents and contractors engaged by the Developer to design and construct the Bridge;

(v) furnishing promptly to the County all documents and information required to be provided to them pursuant to this Agreement and all other information relating to the Bridge they may reasonably request;

(vi) notifying promptly the County of any suit, proceeding or action that is initiated or threatened in writing against the Developer, the Engineering Professionals or Contractor relating to the Bridge;

(vii) providing the County, upon Final Completion, with an "as-built" set of the Construction Documents in the format required pursuant to Section 5(j) revised to show the "as-built" condition of the Bridge and other changes made during construction;

(viii) managing punch list and warranty work after Substantial Completion;

(ix) preparing or causing to be prepared minutes for all scheduled Bridge Project meetings and providing the County with copies of any minutes prepared by the Developer, or by its contractors that are received by the Developer, with respect to all Bridge Project meetings for the Bridge;

(x) obtaining or causing to be obtained all permits necessary for construction of the Bridge;

(xi) maintaining, or causing to be maintained, the Bridge construction sites in safe condition and properly secured against unpermitted access from and after the Commencement of Construction; and

(xii) supervising and coordinating or using reasonable efforts to cause the Contractor to supervise and coordinate, the construction of the Bridge, including the scheduling of all construction work on the Bridge, so that the Bridge is constructed, equipped, furnished, and completed in a good and workmanlike manner, in accordance with the Final Plans and otherwise in accordance with this Contract.

The County will cooperate with Developer and Contractor during the construction of the Bridge in executing necessary documents and permits necessitated by its status as owner of the Land and the Bridge Project and provided that such cooperation does not require the expenditure or commitment of any County funds beyond that specified in this Contract.

(f) Change Orders. Any change orders by the Developer relating to the Bridge shall be timely brought up to the County's attention and shall be subject to the written approval of the County in advance of its execution and performance. Sufficient information and or

explanations shall be provided for the County to understand why such change order is needed, how it came to be, cost and schedule impacts, and that any additional costs are reasonable and within the industry standard range. Non-essential change orders may be submitted for consideration, however approval shall be in County's sole and absolute discretion. The County may request change orders and revisions to the Final Plans during construction, and Developer shall effectuate the County's requested changes and revisions, so long as the County agrees to pay for all direct costs required to effectuate the revisions and/or change order work and extend the time for achieving Completion of Construction of the Bridge Project, if applicable.

(g) Bridge Project Schedule.

(i) Developer shall cause Commencement of Construction to occur by the earlier of: (1) within 30 days after all necessary permits for the construction of the Bridge have been obtained; or (2) within [210] days after the Effective Date.

(ii) Developer shall achieve Substantial Completion of the Bridge Project by the earlier of: (1) 730 days after Commencement of Construction; or (2) within 1,095 days after the Effective Date; provided that, such deadline may be extended for up to one (1) additional year upon written approval of the County Mayor or County Mayor's designee, or further, to the extent necessary, upon the occurrence of a Force Majeure Event. Developer shall achieve Final Completion of the Bridge within one-hundred and eighty (180) days following the date that it achieves Substantial Completion for the Bridge. The Developer and the County shall act reasonably in reaching agreement on the Bridge Project Schedule. Copies of the monthly schedule updates shall be provided to the County for its review and shall obtain the consent of the County to any amendment that would foreseeably result in the date of Substantial Completion or Final Completion extending beyond the deadlines set forth herein. Other than for extensions resulting from Force Majeure, neither the date of Substantial Completion nor the date of Final Completion set forth herein shall be extended without the prior written approval of the County.

(h) Progress Payments; Draw Requests. Developer will review all of Contractor's Draw Requests to ensure that, at a minimum, the Draw Requests with pay applications are consistent with the approved schedule of values, that the Bridge work for which payment is sought is in place, and that all subcontractors have provided releases of liens/claims or a consent of surety. Developer shall pay for the applicable Contractor's Draw Request before seeking reimbursement from the County for the costs thereof.

(i) The County shall make payments to the Developer, on a reimbursement basis, and not more often than monthly, for the eligible Bridge Costs up to the amount of the County's Bridge Contribution. In making such progress payments, five percent (5%) of the estimated amount shall be retained from each progress payment made to the Developer until fifty percent (50%) completion of the Bridge work has been established. Fifty percent (50%) completion is defined as the point in time when at least fifty percent (50%) of the Bridge construction work has been physically and satisfactorily completed in accordance with the intent of the Contract Documents. At this point, the amount of retainage retained up to that fifty percent (50%) completion will be released to the Developer to pay the Contractor, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the County, the Developer or the Contractor, and upon resolution of such dispute or claim, all remaining amounts held in retainage shall be released in accordance with the resolution thereof. The County shall thereafter continue

to retain five percent (5%) of the estimated amount from each progress payment made to the Developer until Final Completion of the Bridge. If, at the discretion of the County, whenever the Bridge work is Substantially Complete, the County, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Developer all or a portion of such excess amount. Upon Final Completion, all retainage retained by the County will be released to the Developer, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the County, Developer or the Contractor and, upon resolution of such dispute or claim, all remaining amounts held in retainage shall be released in accordance with the resolution thereof.

(ii) Material and work covered by progress payments shall become the sole property of the County. This provision shall not be construed as relieving the Developer from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work, pursuant to the terms of this Contract, or as waiving the right of the County to require the fulfillment of the terms of the Contract. No progress payments will knowingly be made for work not in accordance with this Contract, but reimbursement of a requisition shall not constitute acceptance of non-conforming work or otherwise constitute a waiver of any of the County's rights under this Contract.

(iii) Developer's progress payments to the Contractor shall be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735. Contractor's applications for progress payments shall clearly indicate the amount to be paid to the Contractor as well as the amount to be paid to each of the Contractor's subcontractors and suppliers, based on work installed and approved at the time of the application. The Developer shall certify and shall require its Contractor to certify, pursuant to the Miami-Dade County False Claims Ordinance, that the work for which payment is requested has been done. The County will not authorize payment for materials not yet incorporated into the work, whether or not delivered to the work site.

(i) Punch List. The Engineering Professional and the Developer, in consultation with the County, shall cause to be prepared a punch list of items to be completed by the Contractor after Substantial Completion so that the work will be in general conformity with the Construction Documents and subject to Final Completion. The Developer shall provide the County with a copy of the punch list for review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Developer shall use reasonable best efforts to cause the Contractor to complete the punch list items as soon as reasonably practicable in accordance with the Construction Documents, Applicable Law, and this Contract. All work shall be performed by the Contractor in a good and workmanlike manner in conformity with the Construction Documents so that on the Final Completion date the Bridge is in good working order and condition and ready for immediate use.

(j) As-Builts. No later than sixty (60) days after Final Completion of the Bridge, Developer shall provide to County two (2) sets of as-built Plans, and two CADD / Revit / any applicable electronic files CDs for the Bridge. Developer shall require the preparer of the Final Plans to grant, in writing, to the County a perpetual license to use the Final Plans in connection with the development, modification, renovation, maintenance, and operation of the Bridge. Documents signed and sealed by an appropriately licensed professional and submitted by the Contractor during and/or upon completion of the Contract reflecting actual installed/built

conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract (also referred to as "As-Built Drawings" or "As-Builts"). Final payment is conditional upon the receipt of As-Built Drawings.

(k) Warranties.

(i) The Developer shall cause the Contractor warranties and, to the extent practicable, the subcontractor, supplies, and manufacturer warranties to name the Developer and the County as intended beneficiaries of the warranties. Developer shall not knowingly take any action negating the Contractor's, and any subcontractors', suppliers', and manufacturers' warranties.

(ii) After Final Completion of the Bridge Project, Developer shall require the Contractor to warrant to the County for a period of one (1) year from Substantial Completion (the "**Warranty Period**"), that the condition of the Bridge shall be in good, workmanlike condition, free of any defects, and free from faulty materials and workmanship. The one-year period shall be covered by the Surety Performance Bond as specified in this Contract. The foregoing warranty shall be subject to, and contingent on, the County providing evidence, reasonably satisfactory to Developer, that the County has properly maintained the Bridge and allowed the public to use the Bridge only for its proper and lawful use. Upon receiving notification from the County, the Developer shall immediately remedy, repair, or replace, without cost to the County and to the reasonable satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said work during the Warranty Period. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Notwithstanding the foregoing, the correction of latent defects shall not be considered as warranty work, and shall be subject to Florida's statute of repose.

(iii) Prior to Final Acceptance and through the end of the Warranty Period, Developer, at no additional expense to the County, shall also remedy damage to equipment, the site, or the Bridge discovered during the Warranty Period, which is the result of any failure or defect in the work, and restore any work damaged in fulfilling the requirements of the Contract, provided, however, that such damage is not the result of any improper or unlawful use of the equipment, the site or the Bridge by the County or members of the general public, the County's failure to properly care for and maintain the Bridge, or the result of the negligent acts or omissions of the County. Should the Developer fail to remedy any such failure or defect within ten (10) days if the condition presents an imminent threat to life safety or property and for all defaults within thirty (30) days after receipt of notice thereof, the County will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Developer's pay request or Payment and Performance Bond if final payment has been made.

(iv) The Developer will correct all latent defects discovered within the time period established by the Florida Statute of Repose (Section 95.11(3)(c), Florida Statutes), provided that the County shall notify the Developer of each latent defect within the time specified hereby and shall provide the Developer with an opportunity to conduct tests as contemplated in Chapter 558, Fla. Stat. Developer, without prejudice to the terms of the Contract, shall be liable to the County for all damages sustained resulting from latent

defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Developer fails to act within ten (10) days if the condition presents an imminent threat to life safety or property and for all defaults within thirty (30) days, the County reserves the right to have the work performed by others at the expense of the Developer, and the Developer agrees to pay the County the actual cost associated with procurement, implementation, and management thereof upon demand.

(v) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the work and any material used therein shall be enforced: (1) by the Developer for the benefit of the County within the Warranty Period, provided that, if directed by the County, the Developer will use good faith efforts to ensure that such subcontractors, manufacturers, and suppliers execute or agree to assign such warranties and guaranties, in writing, directly to the County; and (b) for all warranties that extend beyond the Warranty Period, if any, the Developer will require all such subcontractors, manufacturers, and suppliers execute or agree to assign such warranties and guaranties, in writing, directly to the County following the expiration of the Warranty Period.

(vi) The rights and remedies of the County herein are in addition to and do not limit any rights and remedies, if any, afforded by the Contract or by law.

(l) Liens. The Developer shall cause the Bridge to be constructed in accordance with the Construction Documents free and clear of any and all liens and encumbrances arising from the work that encumber the real property underlying the Bridge. In the event any such lien or encumbrance is filed, the Developer shall cause said lien or encumbrance to be discharged or transferred to appropriate bond within thirty (30) days of recording. If the Developer does not discharge or transfer to appropriate bond any such lien or encumbrance within thirty (30) days of recording, the County shall have the right, but not the obligation, to cause the lien or encumbrance to be released by any means the County reasonably deems proper, including payment of the lien or encumbrances from funds to be used for the County's Bridge Contribution and the County's Bridge Contribution shall be reduced accordingly while Developer shall maintain the obligation to complete the Bridge in its entirety. The Developer shall have the right to contest any such lien or encumbrance in good faith.

(m) Sustainability Requirements. Developer shall comply with the County's Sustainable Buildings codified in section 9-71, et. al. and Implementing Order 8-8 with respect to the design and construction of the Bridge ("**Sustainable Buildings Program**"). The primary mechanism for determining compliance with the Sustainable Building Program shall be in the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or the Institute for Sustainable Infrastructure per Resolution No. R-617-17, or as otherwise directed by the County's Sustainability Manager. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure. For LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. Developer shall comply with Resolution No. R-451-14, which requires all capital improvement

projects to consider the implications of sea level rise during all project phases and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

(n) Small Business and Workforce Programs. Developer shall comply with all of the County's small business measures, programs, responsible wages and local workforce requirements with respect to the design, development and construction of the Bridge. Specifically, Developer hereby acknowledges that in accordance with the Code of Miami-Dade County, Florida, Developer must comply with Miami-Dade County's Small Business Enterprise Program as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, and 2.8.1.1.1.2 of the County Code, and related implementing orders, including Implementing Orders 3-22, 3-32, and 3-41, that set forth the standards and requirements for small business participation in the acquisition of design services, construction services, and goods for the design and construction of the Bridge. As a result, the Developer hereby agrees to timely submit, or cause to be submitted, all engineering, design, and construction packages, to the Small Business Development Division of the Internal Services Department ("SBD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. Developer further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned sections of the County Code. Developer shall comply and shall cause its Contractor to comply with the County's applicable Responsible Wages, Residents First Training and Employment, Employ Miami-Dade Program, and First Source Hiring programs, as set forth in Sections 2-11.16 and 2-11.17 of the County Code, and Administrative Order No. 3-63 for the Bridge Project. Developer shall require that its contractor(s) shall, at a minimum, use the County's Small Business Division's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Bridge Project.

(o) Compliance with Federal, State and County Laws in General. Developer agrees to comply with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the design and construction of the Bridge, including, but not limited to: Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Restated Agreement; Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics;" Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work;" Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave;" Section 448.07 of the Florida Statutes, "Wage Rate Discrimination Based on Sex Prohibited;" Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination;" Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft;" Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations;" any other laws prohibiting wage rate discrimination based on sex.

(p) Federal Funding. Developer acknowledges that federal funding for preliminary planning and design work for the Ludlam Trail was expended on the Bridge for the entire Ludlam Trail. Additionally, federal funding has been awarded for design and construction of segments of the County's Trail Property. Accordingly, Developer must comply with the applicable requirements of the Federal Highway Administration with respect to the design and construction of the Bridge, including all supports and components. Developer shall follow all laws and regulations necessary to be in compliance with federal regulations, which are applicable to the development of the Bridge required under this Contract (understanding that no federal or

state funds are being used for the design or construction of the Bridge), including but not limited to: 23 U.S.C. 313 and 23 CFR 635.410, as 23 U.S.C. 313 was amended MAP-21, §1518 to require the application of the Buy America Act to all contracts eligible for assistance under title 23 within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with Federal funding provided under Title 23; 23 CFR 230 prescribing the policies, procedures, and guidance for equal opportunity on federal construction contracts; Developer shall comply with and provide documentation to the County for compliance with 49 CFR § 661.6 - Certification requirements for procurement of steel or manufactured products for compliance with the Buy America Act, including a Certificate of Compliance and step certification that any applicable materials used within the Easement Area were manufactured and all manufacturing processes occurred within the United States of America for any applicable materials used in the Easement Area; 23 CFR 230.111 prescribing State agency requirements for an On-the-Job Training program for all Federal Aid Highway construction contracts; Title VI of the Civil Rights Act of 1964; Federal Aid Required Contract Provisions; the Copeland Act and the Contract Work Hours and Safety Standards Act; FHWA-1273, 23 CFR Part 230 and 49 CFR Part 26 authorize FDOT to take sanctions for the condition and state of noncompliance; 23 CFR 140 prescribing the policies, procedures, and guidance to develop, conduct, and administer supportive services assistance programs for minority, disadvantaged, and women business enterprises; 29 CFR 1630 setting forth regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act; 29 CFR, Part 3: Copeland "Anti-Kickback" Act; 41 CFR 60 to achieve the aims of Parts II, III, and IV of Executive Order 11246 for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (this legislation bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment); the requirements of Presidential Executive Order 11246; 41 CFR 60.1 clarifying the existing requirement that a nonexempt construction contractor's total construction workforce is covered under 41 CFR 60 even though some employees may perform work on or nonfederal assisted contracts; 40 USC Chapter 37, Sections 3701-3708 setting forth Contract Work Hours and Safety Standards Act; 42 USC 12101 Regulating Equal Opportunity for individuals with disabilities; 49 CFR 26 regulating participation by Disadvantaged Business Enterprises (DBE); the Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)) requiring equal pay between the sexes on jobs that is equal in skill, effort, and responsibility; Equal Pay Act of 1976 (EPA) prohibiting discrimination on account of sex in the payment of wages by employers engaged in commerce or in the production of goods for commerce; Rehabilitation Act of 1973 prohibiting job discrimination because of disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities who with reasonable accommodation can perform the essentials of a job; Title I of the Americans with Disabilities Act (ADA) of 1990 prohibiting employment discrimination against qualified individuals with disabilities; Title VII of the Civil Rights Act of 1964 (and as amended) prohibits employment discrimination based on race, color, religion, sex and national origin; Title VIII of the Civil Rights Act of 1964 (and as amended); Vietnam Era Veterans Readjustment Assistance Act of 1972, (38 USC 4212) Prohibits discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

(q) NEPA Commitments. Pursuant to the Ludlam Trail Project Development and Environment Study, certain National Environmental Policy Act ("**NEPA**") requirements have been imposed on the Ludlam Trail. Consistent with the recommendations by United States

Federal Fish and Wildlife Service ("**USFWS**") provided to the County in the ETDM Summary Report, Developer shall, to the maximum extent practicable, use native wildflowers, bushes, and trees in any landscaping of the Bridge Project and the portion of the County's Trail Property developed with the Bridge Project to benefit fish and wildlife resources including pollinators such as butterflies and bees. During final design of the Bridge and prior to construction activities thereof, LTT shall coordinate with PROS and the FDOT prior to initiating a survey for the Florida bonneted bat of the Bridge Project and portions of the County's Trail Property upon which it will be constructing the Bridge. All surveys will be conducted in accordance with the most current USFWS survey guidelines, currently entitled Florida Bonneted Bat Consultation Guidelines, dated October 2019. If any signs of the bonneted bat are observed, Developer shall immediately notify the County so that coordination through the FDOT and USFWS can be reinitiated and consultation undertaken, as necessary. Upon completion of the bat survey, Developer shall provide the County with documentation of the completed survey and findings to demonstrate compliance. Developer will incorporate USFWS's most current protection guidelines for the eastern indigo snake, currently entitled Standard Protection Protocols for the Eastern Indigo Snake, into the final design for the Bridge and will require that its construction Contractor abide to the guidelines during construction of the Bridge. Developer shall provide documentation to the County regarding requirement of its contractor to abide by the guidelines regarding the eastern indigo snake. Should protected plant species be identified within the Bridge Project and portions of the County's Trail Property upon which it will be constructing the Bridge Project during the design and permitting phase of the Bridge Project, LTT shall immediately notify the County so that coordination through the FDOT and other environmental agencies, as appropriate, can be reinitiated to allow for relocation to adjacent habitats or other suitable protected lands prior to construction. During the construction of the Bridge, LTT and its Contractor shall adhere to the Florida stormwater management program per the Water Resources Implementation Rule (Chapter 62-40.431 FAC) and shall implement best management practices to avoid, where possible, and otherwise minimize adverse impacts to surface waters and water quality within the area of the Bridge Project. Developer shall coordinate, as needed, with the County for NEPA re-evaluations to be performed by the County per NEPA requirements. At the completion of the construction of the Bridge, LTT shall provide the County with an affidavit attesting that it has complied with all of the NEPA requirements set forth in this Contract.

6. **County Construction Manager**. Prior to commencement of design of the Bridge, a Capital Project Manager ("**CPM**") shall be assigned by the County to oversee the design, permitting and construction of the Bridge. The CPM shall have the right to monitor compliance with the terms and conditions of this Contract relating to the Bridge Project; and perform periodic site visits and reviews to monitor compliance with the scope of services and schedule during the design, permitting, and construction of the Bridge. The Developer shall invite the CPM to all of the design progress meetings, permitting related meetings, construction meetings, and site visits of the Bridge Project; provided, however, that the Developer acknowledges, understands and agrees that the CPM, the County Representative and any other individual designated by the County to act on its behalf shall have access to the work site for the Bridge Project at all times. Developer is hereby advised that the County will hire a professional services firm to provide Construction Engineering & Inspection (CEI) services during the construction phase of these elements. Developer shall always provide unimpeded access for these daily inspections to take place, shall cooperate with the inspectors providing any documentation needed, give them access to construction and/or coordination meetings, provide support as required, and implement any corrective action resulting from their reports and/or findings. In addition to the regular construction meetings, the Developer shall schedule and coordinate design meetings for every phase of design development, a pre-construction meeting, a 50% progress meeting, a 75% progress meeting and

a 100% Substantial Completion walk-thru meeting with the CPM. The CPM shall have the right and shall be given the opportunity to provide input to the construction punch-list items and may coordinate with the Developer for the final acceptance of the Bridge once all work has been completed and all permits have been approved and closed by all regulatory agencies having jurisdiction.

7. Casualty.

(a) If at any time after Commencement of Construction and prior to Substantial Completion, all or any part of the Bridge Project shall be damaged or destroyed by a Casualty, the Developer shall, to the extent Applicable Laws permit, promptly restore, replace, rebuild, repair and/or alter (such work being "**Casualty Repair Work**") all or such portion of the Bridge Project as shall have been damaged or destroyed in general conformance with the Construction Documents, with such changes and alterations thereto as the Developer shall request and the County shall reasonably approve.

(b) The County shall be responsible to fund all deductibles due under the Builder's Risk Insurance Policy for all Casualty Repair Work.

(c) Notwithstanding anything to the contrary in this Agreement, if the reasonably estimated costs and expenses of the Casualty Repair Work for the Bridge Project exceed the sum of (i) the amount of Builder's Risk Insurance Proceeds received by the Developer, (ii) the amount of any government relief grants (FEMA) received for the Bridge Project, and (iii) the amount identified by the County for deductibles and limit excesses (the "**Insurance Deficiency**"), then the County shall have no obligation to fund the Insurance Deficiency. In such event, the Parties shall make a good faith effort to identify funding sources for the Insurance Deficiency in order to rebuild the Bridge. If, within one hundred eighty (180) days after the Casualty, the Parties, after having exercised good faith efforts, are unable to identify funding sources sufficient to fund the Insurance Deficiency and to rebuild the Bridge, then any Party shall have the option, exercisable by written notice to the other Parties to terminate this Contract. If any Party exercises its option to terminate this Contract, the Developer shall not be obligated to perform any Casualty Repair Work, and the Builder's Risk Insurance Proceeds shall be distributed to the County, the County shall use such funds to demolish the Bridge Project, leaving the area free and clear of any debris, and this Contract shall terminate without any further obligations of the Parties under this Contract.

(d) Unless a Party terminates this Contract as set forth above, all Builder's Risk Insurance Proceeds shall be paid to the Developer and used by the Developer for Casualty Repair Work. In the event of a Casualty resulting from a named storm, terrorist act or other occurrence for which a government relief grant is awarded for Casualty Repair Work, the County shall retain such funds and any such grants must be applied to fund the repair or replacement of the Bridge, as specifically outlined in the award documents for the government relief grant.

8. **Binding Effect**. All terms and provisions of this Contract are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Contract and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

9. **Mutual Covenants**.

(a) In exercising its rights and fulfilling its obligations under this Contract each of the Parties shall act in good faith. Notwithstanding the foregoing, the Developer acknowledges that in each instance under this Contract where the County is obligated to exercise good faith or to use good faith efforts, the County shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and Developer further acknowledges that the obligation of the County to act in good faith, or undertake good faith efforts does not constitute a warranty, representation or other guaranty that the result which the parties are attempting to achieve will be successfully achieved and the County shall not be liable for any failure to achieve the result or results intended so long as the County has complied with its obligation to act in good faith.

(b) No Party shall terminate this Contract on the ground of ultra vires acts or for any illegality or on the basis of any challenge to the enforceability of this Contract, except as otherwise permitted in this Contract or in any other Contract.

(c) All covenants, representations and warranties contained in this Contract shall survive the execution and delivery of this Contract. No action taken pursuant to or related to this Contract, including any investigation by or on behalf of a Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition, or agreement in this Contract.

(d) By execution of this Agreement, the County hereby authorizes the County Mayor or designee to execute on behalf of the County any additional documents, subject to Board approval where required by Applicable Law or where, in the discretion of the County Mayor or designee, in consultation with the County Attorney's Office, the County Mayor or designee determines that Board approval is necessary or desirable. Notwithstanding the foregoing, (a) each party shall have reasonable approval rights over the form and substance of all documents which it is asked to execute; (b) no party shall be required to fundamentally change any rights, duties or obligations of such party under this Contract; and (c) such documents may, if required by Applicable Law or the County Mayor or his designee, after consultation with the County Attorney's Office, deems necessary or desirable, require approval of the Board.

(e) The approval, execution and delivery of this Contract has been duly authorized by the governing board of the County and by all company action of the Developer and such action, as well as the performance hereunder, will not constitute the breach or default of any other agreement.

10. **Breach; Events of Default**.

(a) Each of the following events shall constitute events of default of the Developer hereunder (collectively, the "**Developer Events of Default**"):

(i) If the Developer creates or exacerbates, or allows or permits to be created or exacerbated, any condition or event which is an imminent threat to public health and safety and the same is not remedied or corrected within ten (10) days of receipt of notice from the County to Developer in respect thereof (except to the extent such threat to public health or safety is the result of a Casualty or event of Force Majeure); and

(ii) a material breach by the Developer of any of its obligations under this Contract to the extent the Developer fails to cure such breach within thirty (30) days of receipt of notice from the County in respect thereof; provided that, to the extent such

breach is not capable of being cured within such thirty (30)-day period, the Developer shall have such longer period (but no more than ninety (90) additional days) as may be reasonably necessary to cure such breach, provided that the Developer promptly commences, and diligently pursues, the cure thereof.

(b) A material breach by the County of its non-monetary obligations under this Contract to the extent the County fails to cure such breach within thirty (30) days of receipt of notice from the Developer in respect thereof; provided that, to the extent such breach is not capable of being cured within such thirty (30)-day period, the County shall have such longer period (but no more than ninety (90) additional days) to cure such breach shall constitute an event of default of the County hereunder (the "**County Event of Default**"), provided, however, that the County shall have fifteen (15) days following receipt of notice of nonpayment from the Developer to cure any default by the County of its payment obligations under this Contract.

11. **Remedies**.

(a) Subject to the limitations of liability otherwise expressly set forth in this Contract, upon the occurrence and during the continuance (beyond the expiration of all cure periods) of a County Event of Default or a Developer Event of Default, the County, or the Developer, as applicable, shall have all rights at law and equity, including but not limited to, a demand for specific performance and the right to demand and collect all direct monetary damages, to address any material breach of this Contract. Upon a Developer Event of Default prior to Commencement of Construction, the County shall have the right to draw down on any alternative security to cover its monetary damages. The County shall be entitled to draw down upon the entire amount of the alternate security, as applicable, and use such funds to pay for its costs to complete the Project and once the Project is completed, to provide Developer with any excess funds reaming beyond those utilized to complete the Project and compensate the County for Developer's Event of Default. Notwithstanding and prevailing over the foregoing, nothing in this Contract shall prevent either party from seeking relief on an emergency or temporary basis from a court of competent jurisdiction to the extent that a breach by another party of this Contract causes an immediate threat to the life and safety of the public or an immediate and significant threat or risk of loss to property.

(b) If Developer has abandoned the Bridge Project for a period of sixty (60) days or more except as a result of an event of Force Majeure or Casualty and has failed to provide sufficient assurances that it will achieve Substantial Completion of the Bridge, then, in addition to any other remedy available to the County under this Contract, the County may pursue the following remedy concurrently or successively: take possession of the the Easement Area and the portion of the County's Trail Property upon which Developer is undertaking the Bridge Project, as the case may be, and complete the construction of the Bridge, as the case may be, and do anything required, necessary or advisable in the County's sole judgment to fulfill the obligations of the Developer hereunder, including the rights to avail itself of or procure performance of the construction contract with the Contractor or the contract with the Engineering Professionals, as the case may be, to let any contracts with the same contractors, architects, subcontractors or others and to employ watchmen to protect the Easement Area and the portion of the County's Trail Property upon which Developer is undertaking the Bridge Project, as the case may be, from injury. Without restricting the generality of the foregoing and for the purposes aforesaid, the Developer hereby consents to and acknowledges that the County shall have the right to take action and require such performance of any and all contracts, and enter into new contracts, as the County deems necessary or advisable to complete the Bridge Project and the

County shall have the rights under any of the payment and/or performance bonds and alternative securities and to make settlements and compromises with the surety or sureties there under, and in connection therewith, to execute instruments of release and satisfaction.

(c) A Developer Event of Default under this Contract shall be deemed to be a breach and event of default under the Easement Agreement.

(d) Limitation on Damages. Notwithstanding and prevailing over any other provision in this Contract, in no event shall either party be liable to the other party for any indirect damages, consequential damages, claims of loss profits or loss of goodwill, or punitive damages.

12. **Termination**. Upon a termination of this Contract, no party shall be relieved of any further liability or obligations that related to liabilities or breached of this Contract that arose prior to such date of termination and the remedies and rights regarding breaches of the non-breaching party shall survive termination.

(a) If not earlier terminated pursuant to other provisions of this Contract, this Contract shall automatically terminate upon expiration of all warranty periods.

(b) This Contract may be terminated by the County upon the occurrence and during the continuance of an uncured Developer Event of Default.

(c) This Contract may be terminated by the Developer upon the occurrence and during the continuance of an uncured County Event of Default.

13. **Authority of the County's and Developer's Representatives**. The County Representative and the Developer Representative, or such additional person as is subsequently designated by the County upon written notice to the Developer or such additional person as is subsequently designated by the Developer upon written notice to the County, shall have the power, authority and right on behalf of, in the County Representative's case, the County, and, in the Developer Representative's case, the Developer, to:

(a) review and approve all Construction Documents submitted by the Developer or the Engineering Professionals to the County;

(b) review and approve, in its proprietary capacity as owner of the County's Trail Property, the Easement Area, and Public Road, all permits, applications or other documents submitted by the Developer to the County;

(c) review and approve Draw Requests submitted by the Developer to the County pursuant to this Contract;

(d) Make progress payments for approved Draw Requests;

(e) Grant written time extensions in accordance with and for the purposes permitted under this Contract;

(f) receive reports on the status of the development; and

(g) take any other actions or grant other approvals that are expressly delegated and authorized to the County Mayor or Mayor's designee in this Contract, including change orders up to contingency allowance amounts.

14. **Force Majeure**. In the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder (in each case, other than a payment obligation), by reason of a Force Majeure event, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay. In order for this Force Majeure to apply: (i) the Force Majeure event must be unavoidable, unforeseeable, and not occurring as a result of an act or omission of the party seeking to be excused from performance due to an event of Force Majeure; and (ii) the party seeking to be excused from performance due to an event of Force Majeure shall within fifteen (15) days after it reasonably determines an event that constitutes a Force Majeure event has occurred, has given written notice to the other party of such event and specifically including (1) the causes thereof, (2) the measures taken and that the party intends to take to mitigate any delays or expenses, and (3) the anticipated, reasonable time extension necessary to perform. The party seeking to be excused from performance due to an event of Force Majeure shall only be entitled an extension of time equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Contract and any such extensions of time due to Force Majeure shall be memorialized in a written instrument, executed by the County and Developer. In addition, there shall be an extension of this Contract commensurate with any and each extension of time for Force Majeure. Notwithstanding the foregoing, in no event shall a Force Majeure extension exceed a period of one (1) year, unless further extended, upon approval of the Developer and the County (by the County Mayor or County Mayor's designee), which approval shall be granted in their discretion, acting reasonably for a time period not to exceed an additional one (1) year.

15. **Notices**. All notices, demands or requests to the County or to the Developer, as applicable, shall be deemed to have been properly served or given, if in writing and addressed to the person and address designated below:

Notices as to LTT shall be sent to:

LUDLAM TRAIL TOWERS, LLC
123 SW North River Drive

Miami, Florida 33130
Attention: Manager

With copy to:

HOLLAND & KNIGHT, LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131
Attention: Hugo Arza, Esq.

Notices as to County shall be sent to:

MIAMI-DADE COUNTY

Parks, Recreation and Open Spaces PROS
275 NW 2nd Street, 5th Floor
Miami, FL 33128
Attn: Director

With a copy to:

Miami-Dade County Attorney's Office
111 NW 1 Street, Suite 2810
Miami, Florida 33128
Attention: County Attorney

And to such other address and to the attention of such other party as the Developer or the County may, from time to time, designate by written notice to the other party. If the County or the Developer at any time during the term hereof changes its office address as herein stated, said party will promptly give notice of same in writing to the other party.

All notices, demands or requests shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting the aforementioned shall be paid by the party sending same and shall be deemed served or given on the earlier of: (x) the date received, (y) the date delivery of such notice, demand or request was refused or unclaimed, or (z) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

16. **Representations and Warranties**.

(a) The County hereby represents and warrants to the Developer that it has full power and authority to enter into this Contract and perform in accordance with its terms and provisions and that the parties signing this Contract on behalf of the County have the authority to bind the County and to enter into this transaction, and the County has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Contract. This Contract has been duly authorized, executed and delivered by all necessary action of the County and constitutes a legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(b) The Developer hereby represents and warrants to the County that it has full power and authority to enter into this Contract and perform in accordance with its terms and provisions and that the parties signing this Contract on behalf of the Developer have the authority to bind the Developer and to enter into this transaction, and the Developer has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Contract. This Contract has been duly authorized, executed and delivered by all necessary action of the Developer and constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

17. **Indemnification**. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and cost of defense, which the County or its

officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Developer's or its employees, agents, servants, partners, principals or subcontractors negligence, gross negligence, willful misconduct or illegal misconduct. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings and shall pay all costs, judgements and attorney's fees which may issue thereon. Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Developer shall have no obligation to indemnify County for any liability, losses or damages to the extent such liability, losses or damages are solely the result of the County's negligence, gross negligence, or willful misconduct.

18. **Insurance**. No later than ten (10) days prior to the Commencement of Construction, the Developer is required to provide or shall cause its Contractor to furnish to **Miami Dade County Parks, Recreation and Open Spaces, 275 NW 2nd Street, 4th Floor, Miami, Florida 33128,** Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Developer as required by Chapter 440, Florida Statutes.

- Commercial General Liability Insurance in an amount not less than $10,000,000 per occurrence, and $10,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- Automobile Liability Insurance covering all owned, non-owned and hired vehicles , in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

- Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

Design & Construction Phase

In addition to the insurance required above, the Developer is required to provide the County or shall cause its Contractors to provide **Miami Dade County Parks, Recreation and Open Spaces, 275 NW 2nd Street, 4th Floor, Miami, Florida 33128**, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Design Firm and/or licensed professional lead Construction Firm providing architectural and/or engineering, project design, construction supervision,

administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project in an amount not less than $2,000,000 per claim. For licensed professionals subcontracted by the lead Design Firm and/or lead Construction Firm providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project, coverage shall not be less than $1,000,000 per claim.

- If any required insurance purchased by the Developer, contractor, subcontractor, and Licensed Design Professional has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design. A practice program that annually renews for ten years will meet this requirement.

- Builders' Risk Builders' Risk Insurance on an "all risk" basis not to exclude Windstorm & Hail including named Storm and Flood in an amount not less than one hundred (100%) percent of the insurable value of the Bridge. Coverage shall remain in place until final completion of construction as evidenced by the issuance of a Certificate of Completion. The policy shall be in the name of Miami Dade County and the Contractor. This insurance is to be maintained until final completion of the Bridge (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami Dade County Parks, Recreation and Open Spaces.

- Pollution Liability insurance, in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

NOTE: The Risk Management Division of Miami-Dade County Internal Services Department reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc.).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET, SUITE 2340

MIAMI, FL 33128

The insurance requirements above may be satisfied through a combination of primary and excess insurance.

The Risk Management Division ("**RMD**") of Miami-Dade County Internal Services Department (or any successor department) reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions, or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this Contract. Developer shall submit bonds and insurances for review and approval no later than thirty (30) calendar days before expected Commencement of Construction date. Mobilization shall not take place until such approvals have been issued by RMD.

If, in connection with the future renewal of any insurance which the Developer is required to maintain or procure hereunder, any insurance term is either not available to the Developer in the North American insurance market or is subject to an insurance premium that is not commercially reasonable in light of the coverage provided, the Developer shall notify the County and shall thereafter procure available and commercially reasonable insurance that reasonably covers the relevant risk, if any.

The insurance company must be rated no less than "A-"as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey

or

the insurance company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI FL 33128

19. **Right to Inspect and Receive Information**. The County shall be given an opportunity to inspect the construction work and materials and to review construction documents as reasonably necessary to verify that the work and materials are in general conformance with the Construction Documents. The County shall receive in writing from the Developer on a regular basis, and within the time frames expressly set forth elsewhere in this Contract or no less than monthly, information regarding the progress of the Bridge Project through each design phase and the construction of the Bridge and Bridge Project. During construction, the County shall receive advance notice of and have the right to attend all scheduled construction meetings, and the right to inspect the Bridge Project at all reasonable times, subject to reasonable restrictions imposed by the Developer or Contractor. The Developer shall make itself reasonably available to the County throughout the duration of the construction work in order to keep the County reasonably informed. Any rights that the County has under this section shall not be the basis for any liability to accrue to the County from the Developer or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

20. **Inspector General Reviews/Audit & Compliance**.

(a) Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice from the County, Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to Developer, its successors, and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Developer in connection with, and as and when provided under, this Contract.

(b) Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be assumed by the County, and Developer shall have no liability therefore.

Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to Developer. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Contract. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Developer, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Developer, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract and to detect fraud and corruption.

Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Developer from the Inspector General or IPSIG retained by the Inspector General, Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Developer. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Developer, copy all such documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and which successful and unsuccessful subcontractors and suppliers, all Bridge Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received,

payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Developer.

21. **Florida Public Records Act.** As it relates to this Contract, pursuant to Section 119.0701 of the Florida Statutes:

(a) Developer understands, agrees, and acknowledges that this Contract and Developer's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

(b) For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

David Livingstone – Public Records Custodian
275 NW 2nd Street
Suite 555
Miami, FL 33128
DCL@miamidade.gov
305-755-7824

(d) Developer is required to keep and maintain public records required to perform under this Contract and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of the Contract term and following completion of the Contract if the Developer does not transfer the records to the County.

(f) Upon completion of the Contract, Developer shall transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Contract, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Contract, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to

inspect or copy public records relating to this Contract, the County shall immediately notify the Developer of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Developer does not comply with a request for records, it shall be a material breach of this Contract and the County shall have the right to the remedies set forth in Section 8 of this Contract. In addition, if Developers fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.

(i) Developer's obligations under this section of the Contract shall survive the termination of this Contract.

22. **Severability**. If any provisions of this Contract or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

23. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Contract, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Contract should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Contract. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

24. **Third Parties.** Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties hereto and their successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Contract, and no third party beneficiaries are intended by the provisions herein.

25. **Applicable Law.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

26. **Captions**. The section headings and captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract nor in any way affect this Contract.

27. **Relationship of Parties**. This Contract does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties, the sole relationship between the Parties being that of Parties to this Contract.

28. **Construction**. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Contract was negotiated and drafted at arm's length so that the judicial rule of

construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Contract which has been drafted by counsel for both the Parties.

29. **Consents**. Whenever in this Contract the consent or approval of the County or the Developer is required, such consent or approval:

(i) in the case of the County, shall be made by the County Representative on behalf of the County;

(ii) shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary in this Contract, and shall not require a fee from the Party requesting same;

(iii) shall not require the expenditure of funds by the Party from whom a consent or approval is sought, unless specifically provided to the contrary in this Contract;

(iv) shall not be effective unless it is in writing; and

(v) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Developer or the County, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

30. **Amendments.** All substantive amendments to this Contract shall require the prior consent of the Board and the Developer and shall not be effective until the consent of each of those entities is obtained, and any amendments shall only be effective thereafter if reduced to writing and executed with the same formality as this Contract. The Board hereby delegates approval rights for any non-substantive amendments to the County Mayor.

31. **Entire Contract; Conflicts**. This Contract and exhibits attached were approved by the Board and, along with the Easement Agreement, contains the entire agreement with respect to the construction of the Bridge Project between the Parties hereto and supersedes (with the exception of the Easement Agreement) all prior agreements, whether written or oral. This Contract is to be read in conjunction with the Easement Agreement and, whenever possible, an interpretation shall be given to this Contract to read it in harmony with the Easement Agreement. Notwithstanding the foregoing, if there is a direct and express conflict between any term or condition of the Easement Agreement and this Contract with respect to the Bridge Project, this Contract shall prevail.

32. **Successors and Assigns**. The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Developer, its successors, and assigns, except as may be otherwise provided herein. Any Developer assignment shall be subject to the prior approval of the Board.

33. **Governing Law and Venue**. This Contract shall be governed by the laws in the State of Florida and venue for any legal proceeding shall be in Miami-Dade County, Florida. In the event of litigation or other dispute, each Party shall bear its own attorneys' fees and costs.

34. **Cooperation**. The Parties agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Contract. The Parties agree that time is

of the essence in all aspects of their respective and mutual responsibilities pursuant to this Contract.

35. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

36. **Compliance by the Parties**. Throughout the Term, the Parties, at their own cost and expense, shall promptly comply with all Applicable Laws. To the extent that the Developer's compliance shall require the cooperation and participation of the County, the County agrees to use its best efforts to cooperate and participate.

37. **Limitation on Liability**. Neither Party shall be liable to the other Party for any incidental, consequential or punitive loss or damage whatsoever, including lost profits, arising from the rights of such Party hereunder.

38. **Advertising**. Subject to the Developer's compliance with Applicable Law, including but not limited to the County's sign ordinance, the Developer shall be entitled to permit internal and external advertising on the Bridge Project.

39. **Miami-Dade County's Rights as Sovereign**. The County retains all of its sovereign prerogatives and rights as a county under State of Florida and local law with respect to the planning, design, construction, development and operation of the Bridge Project. It is expressly understood that, notwithstanding any provisions of this Contract and the County's status hereunder:

(i) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State of Florida and local law, and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Bridge Project, or the operation thereof, or be liable for the same;

(ii) The County shall not, by virtue of this Contract, be obligated to grant the Developer any approvals of application for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Bridge Project; and

(iii) Notwithstanding any provision hereof to the contrary, any County covenant or obligation that may be contained in this Contract shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e. any Governmental Authority) to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withhold, or revoked in the discretion of the County or other applicable Governmental Authority in the exercise of its/their police power(s).

IN WITNESS WHEREOF, the County has caused this Contract to be executed in its name by the County Mayor or Deputy Mayor; as authorized by the Board, and Developer has caused this Contract to be executed by its respective duly authorized representative all on the day and

year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Name:
Title:

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Name:
MAYOR or DEPUTY MAYOR

_____
Approved by County Attorney as to form and legal sufficiency

Print Name:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed in the presence of:

Print Name: Guillermo Vadell

Print Name: Nana Fuentes

DEVELOPER:

LUDLAM TRAIL TOWERS, LLC, a Florida limited liability company

BY:

By: Alex Mantecon
Name: Alex Mantecon
Title: Manager

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29 day of March, 2024, by Alex Mantecon, as Manager of Ludlam Trail Towers, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She is personally known to me ( ) or has produced _____ as identification.

Printed Name: Guillermo Vadell
Notary Public
My Commission Expires:

GUILLERMO VADELL
Notary Public-State of Florida
Commission # HH 417732
My Commission Expires
July 06, 2027

EXHIBIT A

Legal Description of the County's Trail Property

A PORTION OF SECTION 11, 2 AND PORTION OF GOVERNMENT EXCESS LOT 2, TOWNSHIP 54, RANGE 40 EAST, CITY OF MIAMI IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 2; THENCE N87°00'12"E ALONG THE CENTERLINE OF WEST FLAGLER STREET AS BASIS OF BEARING FOR A DISTANCE OF 1286.39 FEET TO THE POINT OF BEGINNING; THENCE N01°28'54"W FOR A DISTANCE OF 35.01 FEET; THENCE S87°00'12"W FOR A DISTANCE OF 30.01 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N01°28'54"W ALONG SAID LINE FOR A DISTANCE OF 2782.89 FEET, THENCE N18°32'06"E FOR A DISTANCE OF 292.15 FEET TO A POINT EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S01°28'54"E ALONG SAID LINE FOR A DISTANCE OF 3054.75; THENCE S87°00'12"W FOR A DISTANCE OF 30.01 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 70.02 FEET; THENCE N87°00'12"E FOR A DISTANCE OF 30.01 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 2610.74 FEET; THENCE S87°34'52"W FOR A DISTANCE OF 30.00 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 70.01 FEET; THENCE N87°34'52"E FOR A DISTANCE OF 27.59 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 709.10 FEET; THENCE S88°31'06"W FOR A DISTANCE OF 100.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N01°28'54"W ALONG SAID LINE FOR A DISTANCE OF 707.47 FEET; THENCE N87°34'52"E FOR A DISTANCE OF 32.41 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 70.01 FEET; THENCE S87°34'52"W FOR A DISTANCE OF 30.00 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 2609.73 FEET; THENCE N87°00'12"E FOR A DISTANCE OF 30.01 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 35.01 FEET TO A POINT OF BEGINNING. CONTAINING 629,342 SQUARE FEET OR 14.45 ±ACRES.

LESS AND EXCEPT:

NODE PARCEL (SW 8TH STREET NODE)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY LYING IN SECTION 2, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMIDADE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE N87°34'52"E ALONG THE CENTERLINE OF SOUTHWEST 8 STREET AS BASIS OF BEARING FOR A DISTANCE OF 1235.52 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 26134, PAGE 3286, OF THE

OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE N87°34'52"E ALONG SAID CENTERLINE FOR 40.01 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S01°28'54"E ALONG SAID EASTERLY RIGHT-OFWAY LINE FOR 35.01 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 8TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N87°34'52"E ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES FOR 27.59 FEET; THENCE CONTINUE S01°28'54"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 709.10 FEET; THENCE S88°31'06"W FOR 100.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N01°28'54"W FOR 707.47 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 8TH STREET; THENCE N87°34'52"E ALONG SAID SOUTHERLY RIGHTOF-WAY LINE FOR 72.42 FEET TO THE POINT OF BEGINNING, CONTAINING 70,828 SQUARE FEET OR 1.63 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED NODE PARCEL.

AND

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

COMMENCE AT A PERMANENT CONTROL POINT "DISK" FOUND AT THE INTERSECTIONS OF THE CENTERLINES OF S.W. 72ND AVENUE (60 FEET WIDE) AND S.W. 80TH STREET (DAVIS DRIVE) (WIDTH VARIES) AND BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1 / 4 OF SECTION NO. 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.
THENCE NORTH 86°56'43" EAST ALONG THE CENTERLINE OF S.W. 80TH STREET, 894.34 FEET TO POINT; THENCE SOUTH 01°28'35" EAST, 35.01 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;
THE FOLLOWING COURSES ARE ALONG THE VARIABLE WESTERLY RIGHT-OFWAY OF THE FLORIDA EAST COAST RAILWAY COMPANY:

THENCE NORTH 01°28'35" WEST, 2683.12 FEET;
THENCE NORTH 86°30'07" EAST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 20.01 FEET;
THENCE SOUTH 86°30'07" WEST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 5317.03 FEET;
THENCE NORTH 87°18'01" EAST, 30.01 FEET;
THENCE NORTH 01°28'35" WEST, 30.01 FEET;

THENCE SOUTH 87°18' 01" WEST, 30.01 FEET;
THENCE NORTH 01°28'35" WEST, 5454.44 FEET;
THENCE NORTH 87°50'27" EAST, 30.00 FEET;
THENCE NORTH 01°28'35" WEST, 32.00 FEET;
THENCE SOUTH 87°50' 27" WEST, 30.00 FEET;
THENCE NORTH 01°28'35" WEST, 289.02 FEET;
THENCE NORTH 88°31'25" EAST, 25.00 FEET;
THENCE NORTH 01°28'35" WEST, 815.01' FEET;
THENCE SOUTH 88°31'25" WEST, 25.00 FEET;
THENCE NORTH 01°28'35" WEST, 4248.20 FEET;
THENCE SOUTH 89°47'15" EAST, 30.01 FEET;
THENCE NORTH 01°28'35" WEST, 25.01 FEET;
THENCE NORTH 89°47' 15" WEST, 30.01 FEET;
THENCE NORTH 01°28'35" WEST, 364.63 FEET;
THENCE SOUTH 89°38'05" EAST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 50.03 FEET;
THENCE NORTH 89°38' 05" WEST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 361.82 FEET;
THENCE SOUTH 89°38'05" EAST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 50.03 FEET;
THENCE NORTH 89°38' 05" WEST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 299.65 FEET;
THENCE SOUTH 89°38'05" EAST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 50.03 FEET;
THENCE NORTH 89°38' 05" WEST, 30.02 FEET;
THENCE NORTH 01°28'35" WEST, 2899.90 FEET;
THENCE SOUTH 87°27'27" WEST, 3.35 FEET;
THENCE NORTH 01°23'01" WEST, 579.99 FEET;
THENCE NORTH 88°31'06" EAST, 100.00 FEET
THE FOLLOWING COURSES ARE ALONG THE VARIABLE EASTERLY RIGHT-OFWAY OF THE FLORIDA EAST COAST RAILWAY COMPANY:
THENCE SOUTH 01°23'00" EAST, 1898.87 FEET;
THENCE NORTH 87°53'51" EAST, 5.50 FEET;
THENCE SOUTH 01°28'35' EAST, 1584.28 FEET;
THENCE NORTH 89°38'05" WEST, 30.02 FEET;
THENCE SOUTH 01°28'35" EAST, 50.03 FEET;
THENCE SOUTH 89°38' 05" EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 299.65 FEET;
THENCE NORTH 89°38'05" WEST, 30.02 FEET;
THENCE SOUTH 01°28'35" EAST, 50.03 FEET;
THENCE SOUTH 89°38' 05" EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 361.82 FEET;
THENCE NORTH 89°38'05" WEST, 30.02 FEET;
THENCE SOUTH 01°28'35" EAST, 50.03 FEET;
THENCE SOUTH 89°38' 05" EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 364.36 FEET;

THENCE NORTH 89°47'15" WEST, 30.01 FEET;
THENCE SOUTH 01°28'35" EAST, 25.01 FEET;
THENCE SOUTH 89°47' 15" EAST, 8.70 FEET;
THENCE SOUTH 02°35'07" EAST, 1100.68 FEET;
THENCE SOUTH 01°28'35" EAST, 4248.24 FEET;
THENCE SOUTH 87°50'27" WEST, 30.00 FEET;
THENCE SOUTH 01°28'35" EAST, 32.00 FEET;
THENCE NORTH 87°50'27" EAST, 30.00 FEET;
THENCE SOUTH 01°28'35' EAST, 5453.50 FEET;
THENCE SOUTH 87°18'01" WEST, 30.01 FEET;
THENCE SOUTH 01°28'35" EAST, 30.01 FEET;
THENCE NORTH 87°18' 01" EAST, 30.01 FEET;
THENCE SOUTH 01°28'35' EAST, 5315.63 FEET;
THENCE SOUTH 86°30'07" WEST, 30.02 FEET;
THENCE SOUTH 01°28'35" EAST, 20.01 FEET;
THENCE NORTH 86°30'07" EAST, 25.52 FEET;
THENCE SOUTH 02°02'21" EAST, 1354.07 FEET;
THENCE SOUTH 88°31'25" WEST, 8.80 FEET;
THENCE SOUTH 01°28'35" EAST, 1118.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE CURVED EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, DEFLECTING TO THE LEFT, AN ARC OF 212.28, SAID CURVE HAVING A RADIUS OF 905.64 FEET AND A CHORD THAT BEARS SOUTH 08°11'29" EAST, 211.79 FEET TO A POINT ON THE EXTENDED RIGHT-OF-WAY OF S.W. 80TH STREET;

THENCE SOUTH 86°56'43" WEST, 124.81 FEET TO THE PLACE OF BEGINNING AND AS SURVEYED AND SUBJECT TO ALL LEGAL HIGHWAYS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE SOUTHEAST OF SECTION 35, TOWNSHIP 54 SOUTH AND RANGE 40 EAST AND BEING THE CENTERLINE OF S.W. 80TH STREET AS NORTH 86°56'43" EAST AS RECORDED IN DADELAND NORTH METRORAIL STATION AS RECORDED IN PLAT BOOK 147, PAGE 55 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, CONTAINING 2,308,172 SQUARE FEET OR 52.98 ACRES, MORE OR LESS.

LESS AND EXCEPT

PARCEL 1 NODE (SOUTH OF SW 8TH STREET)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:
COMMENCE AT THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 12TH STREET AND BEING THE SW CORNER OF NW 1/4 OF THE NE 1/4

OF SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA. THENCE N87°27'27"E AS A BASIS OF BEARINGS ALONG SAID CENTERLINE OF SOUTHWEST 12TH STREET FOR 1213.80 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°23'01"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED A PARCEL OF LAND, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 12TH STREET; THENCE CONTINUE N01°23'01"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY FOR 554.98 FEET TO THE SOUTHWESTERLY CORNER OF "LR 11.7-13" AS SHOWN IN THAT SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 30595, PAGE 1770, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N88°31'06"E ALONG SAID SOUTHERLY LINE OF "LR 11.7-13" FOR 100.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID "LR 11.7-13", SAID POINT ALSO BEING A ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°23'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 553.13 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 12TH STREET; THENCE S87°27'27"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 100.02 FEET TO THE POINT OF BEGINNING, CONTAINING 55,404 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 1 NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 1 NODE.

AND LESS AND EXCEPT

PARCEL 2 NORTH NODE (NORTH OF CORAL WAY R/W)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OFWAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE N89°47'15"W ALONG SAID CENTERLINE OF SOUTHWEST 24TH STREET AS A BASIS OF BEARINGS FOR 48.72

FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N°01'28'35"W FOR 25.01 FEET; N89°47'15"W FOR 30.01 FEET; AND N01°28'35"W FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE S89°47'15"E FOR 100.04 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°28'35"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE N89°47'15"W FOR 100.04 FEET TO THE POINT OF BEGINNING, CONTAINING 21,998 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 2 NORTH NODE ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 NORTH NODE.

AND LESS AND EXCEPT

PARCEL 2 SOUTH NODE (SOUTH OF CORAL WAY)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OFWAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS A BASIS OF BEARINGS FOR 50.02 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 189.97 FEET; THENCE N89°53'34"W FOR 83.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 189.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET; THENCE S89°47'15"E FOR 79.70 FEET TO THE POINT OF BEGINNING, CONTAINING 15,478 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 2 SOUTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 SOUTH NODE.

AND LESS AND EXCEPT

PARCEL 3 NORTH NODE (NORTH OF BIRD ROAD R/W)
A PORTION OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY LYING IN A

PORTION OF SECTION 14 AND 23, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMIDADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 40TH STREET (BIRD ROAD), BEING THE SOUTH 1/4 CORNER OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE N87°50'27"E ALONG SAID CENTERLINE OF SOUTHWEST 40TH STREET AS A BASIS OF BEARINGS FOR 1183.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; N01°28'35"W FOR 16.00 FEET; S87°50'27"W FOR 30.00 FEET; AND N01°28'35"W FOR 34.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 40TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 255.02 FEET; THENCE N88°31'25"E FOR 100.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE SAID FLORIDA EAST COAST RAILWAY; THENCE S01°28'35"E FOR 253.83 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OFWAY LINE OF SOUTHWEST 40TH STREET; THENCE S87°50'27"W FOR 100.01 FEET TO THE POINT OF BEGINNING, CONTAINING 25,442 SQUARE FEET OR 0.58 ACRES,

MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 3 NORTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 NORTH NODE.

AND LESS AND EXCEPT

PARCEL 3 SOUTH NODE (SOUTH OF BIRD ROAD R/W)
A PORTION OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY LYING IN A PORTION OF SECTION 14 AND 23, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMIDADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 40TH STREET (BIRD ROAD), BEING THE SOUTH 1/4 CORNER OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE N87°50'27"E ALONG SAID CENTERLINE OF

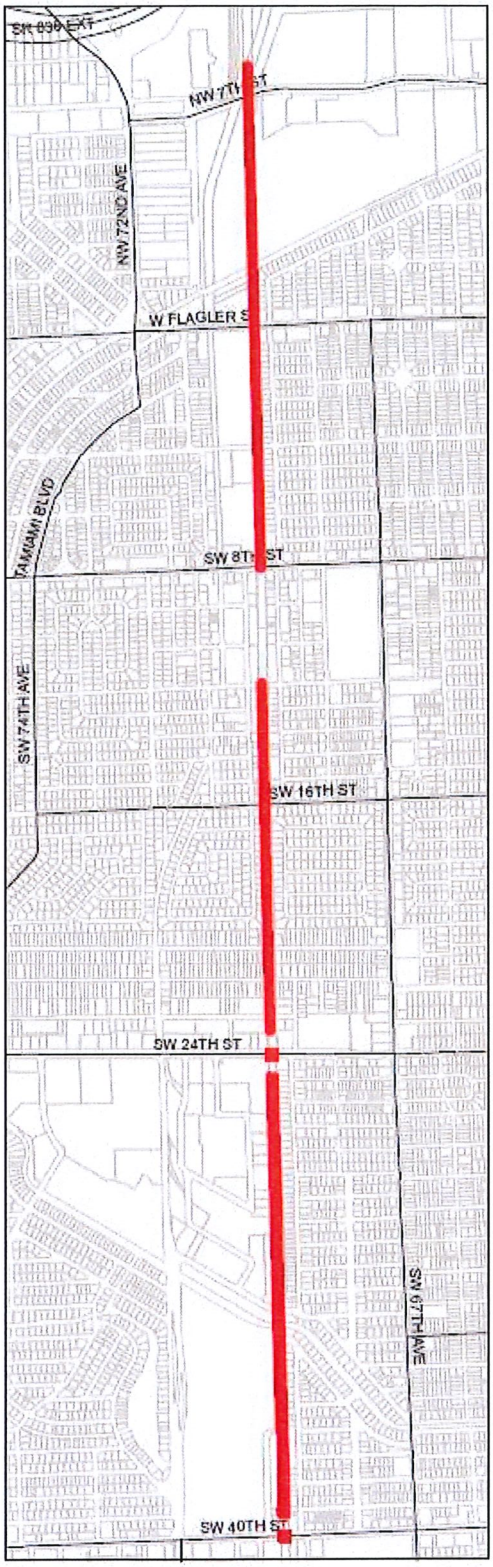
SOUTHWEST 40TH STREET AS A BASIS OF BEARINGS FOR 1183.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; S01°28'35"E FOR 16.00 FEET;

S87°50'27"W FOR 30.00 FEET; AND S01°28'35"E FOR 34.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 40TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N87°50'27"E FOR 100.01 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY; THENCE S01°28'35"E FOR 2550.58 FEET; THENCE S88°31'25"W FOR 100.00 FEET TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE; THENCE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 2549.39 FEET TO THE POINT OF BEGINNING, CONTAINING 255,001 SQUARE FEET OR 5.85 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 3 SOUTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 SOUTH NODE.

EXHIBIT B

Map of the Trail Limits


SR 826 EXT
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W FLAGLER S
TAMIAMI BLVD
SW 74TH AVE
SW 16TH ST
SW 24TH ST
SW 67TH AVE
SW 40TH ST

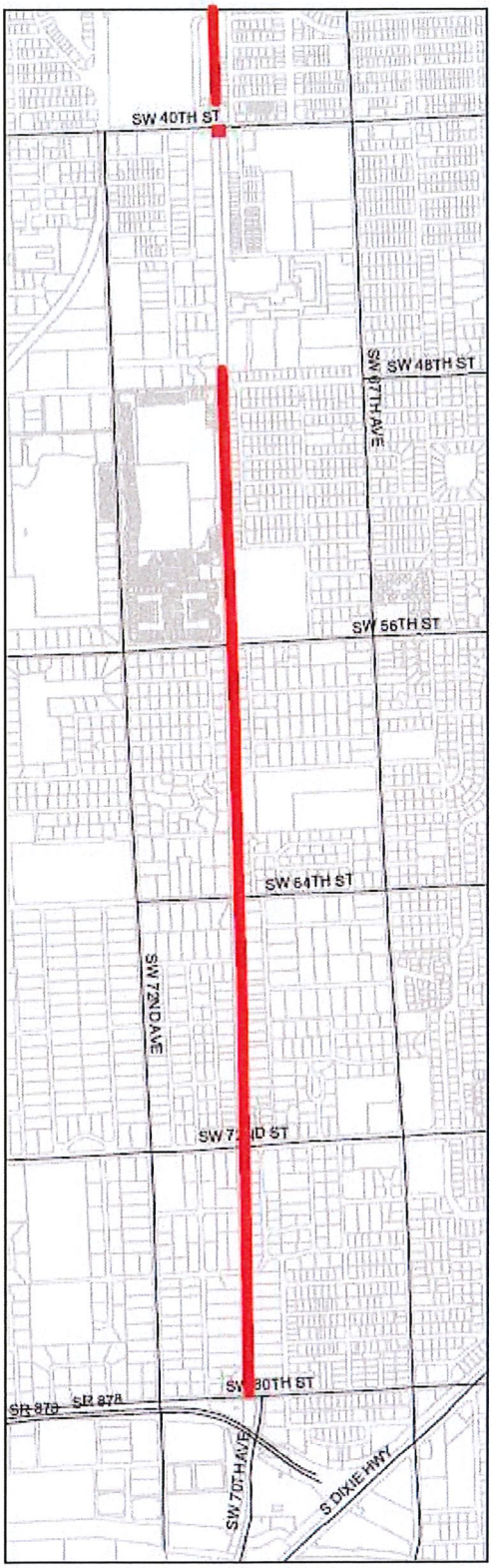

SW 40TH ST
SW 48TH ST
SW 67TH AVE
SW 56TH ST
SW 64TH ST
SW 72ND AVE
SW 70TH AVE
S DIXIE HWY

EXHIBIT C

LTT's Trail Parcel

LEGAL DESCRIPTION:

SOUTH NODE (SOUTH OF CORAL WAY)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY SOUTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OFWAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS A BASIS OF BEARINGS FOR 50.02 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 189.97 FEET; THENCE N89°53'34"W FOR 83.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 189.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET; THENCE S89°47'15"E FOR 79.70 FEET TO THE POINT OF BEGINNING, CONTAINING 15,479 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

AND

NORTH NODE (NORTH OF CORAL WAY R/W)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OFWAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE N89°47'15"W ALONG SAID CENTERLINE OF SOUTHWEST 24TH STREET AS A BASIS OF BEARINGS FOR 48.72 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N°01'28'35"W FOR 25.01 FEET; N89°47'15"W FOR 30.01 FEET; AND N01°28'35"W FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE S89°47'15"E FOR 100.04 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°28'35"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE N89°47'15"W FOR 100.04 FEET TO THE POINT OF BEGINNING, CONTAINING 21,997 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.
LESS AND EXCEPT ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED SOUTH NODE AND NORTH NODE.

EXHIBIT D

Bridge Design Criteria

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY
PARKS, RECREATION AND
OPEN SPACES DEPARTMENT

Ludlam Trail Pedestrian Bridge at Coral Way

MIAMI-DADE COUNTY, FLORIDA

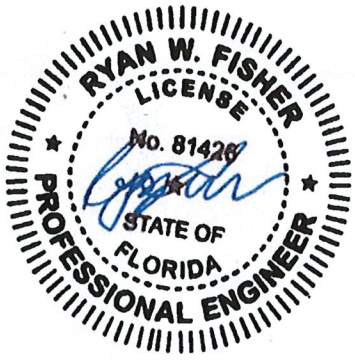
October 17, 2023

REQUEST FOR DESIGN-BUILD SERVICES
DESIGN CRITERIA SPECIAL CONSIDERATIONS
& GENERAL SPECIFICATIONS

PREPARED BY:

Ryan Fisher, PE

PE No. 81426



BOARD OF COUNTY COMMISSIONERS
PARKS, RECREATION AND OPEN SPACES DEPARTMENT, MARIA I. NARDI, DIRECTOR

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Appendix E: Envision Pre-Assessment Checklist

Appendix H: Developers Concept Plans

MDC064

1. INTRODUCTION

This document establishes the criteria for the analysis and design of the pedestrian bridge to facilitate safe pedestrian movement over SW 24th ST (Coral Way). This Design Criteria defines the requirements and standards for the design of the architectural, structural, and other elements, and is supplemental to the Scope of Services.

The Consultant (also referred to as designer or Design Team herein) shall provide all design and permitting services required for the construction of The Ludlam Trail Pedestrian Bridge Project facilities, elements, and/or components as identified in the Scope of Services and in this document. The Design Team shall provide, at a minimum: detailed and coordinated Bridge, Architectural, Architectural Lighting, Roadway, Civil, Drainage, Utilities, Signing and Pavement Marking, and Roadway Lighting services to the standard of full working drawings, working details, and specifications for the major components of the pedestrian bridges, bridge approaches, at-grade connections and related project components. The Design shall meet all applicable Standards, Specifications and Provisions for Work, including, but not limited to FDOT, Florida Building Code (FBC) and Miami-Dade County Ordinances. Refer to Section 4 below, and to the Scope of Services for a listing of Provisions for Work.

Refer to Appendices H for exhibits of an endorsed concept design, reviewed by MDPROS & DTPW. The design is to maintain the vision illustrated and intent towards meeting safety, constructability, cost, aesthetics. All final design documents must comply with all applicable codes and standards set forth by FDOT, MD-DTPW, MD-DERM, MD-WASD, MD-Building Dept. and/or other regulatory agency as required.

2. ARCHITECTURAL FEATURES AND AMENITIES

The Ludlam Trail Pedestrian Bridges shall serve as important pieces of infrastructure to provide a path for bicyclists and pedestrians to cross heavily traffic roadways including SW 24th ST (Coral Way). The bridge shall be more than a path for circulation; it shall be an enjoyable experience, inspiring participation, and serve as an inviting element connecting the Ludlam Trail. Visually, the pedestrian bridges should catch the attention of the commuters on the roads they cross, to advertise the County's investment in a community asset of a continuous health trail.

To accommodate the anticipated level of pedestrian traffic, each bridges' useable walking surface interior width shall be 16 feet, to provide for a 10-foot-wide two-way bike lane and a 6-foot-wide pedestrian walkway. The primary means of access onto the bridge deck shall be via inclined approach paths. No stairs or elevators are to be included.

The Design Team shall design and make functional the aesthetic elements to meet the following performance requirements:

- All pedestrian accessible aluminum connections shall be tamper-proof.

The Bridge shall be wind tested if necessary.

The finish for the aluminum and structural steel shall be coated with a three-stage coating system: primed and coated with shop applied, 70 percent PVDF resin fluoropolymer coating, before delivery to the site for quality control. Coating shall have a 20-year warranty to resist natural weathering. Applicator shall agree to repair finish or replace coated items that demonstrated deterioration of shop-applied, spray coating system finish within warranty period indicated. Including but not limited to the following deterioration: color fading, peeling, checking, or cracking of coating adhesion to metal, excess chalking, or excess corrosion of substrate on cut edges or on field surfaces.

2.1. Bridge Column Appearance

The main bridge supports, situated on both sides of the roadway underneath, shall follow the design aesthetic established in Appendix H. The surface shall be a Smooth Architectural Grade concrete finish. The finish of the concrete shall follow FDOT Standards with clear coat concrete waterproof sealant, Laticrete Hydro Barrier Plus Plus (or approved equal) is a thin, load bearing, self-curing liquid rubber polymer which can be easily applied to form a flexible seamless waterproofing membrane / crack isolation membrane or approved equal.

2.2. Screen Fence System

Along the entire length of the main bridge span over traffic lanes below, a screen fence system shall be installed to prevent falling objects or objects to be thrown from the bridge. The design must integrate into the structure and skin of the bridge for a holistic design, providing safety and reinforcement of the bridge aesthetics. The minimum height required is 8'-3" above finished deck of the bridge and meet the requirements of a fence in accordance with FDOT Design Manual (FDM) Chapters 222 and 266. Chain link fence is not an acceptable option. In addition, the fence shall contribute as a feature to be woven into the holistic design and, as such, function as a component providing safety and reinforcement of the bridge aesthetics. The basis of design is a stainless-steel cable mesh: a Type 316 stainless steel woven mesh with wire diameter 2 mm, allowing no more than a 2-in diameter object to pass, for example: X- Tend CXL Micro 2,0 by Carl Stahl DecorCable or approved equal shall be provided. Mesh should resist cutting, deformation and vandalism. The mesh should be tensioned between connecting points, using a border cable or between a tubular frame. Where the mesh follows a continuous curve, connection points shall be spaced at 4 inches maximum. The mesh shall resist the weight of a falling person. All hardware shall be stainless steel, Type 316.

2.3. Railings

Railings shall be continuous on the pedestrian bridge and approaches. They shall be mounted on a continuous concrete curb that is integral to the bridge structural platform.

Railings shall have a minimum height of 48 inches measured from the top of the top rail to above top of walkway in accordance with FDOT Structures Design Guidelines (herein referred to as SDG).

All railing elements shall be aluminum, except for the screen mesh and hardware. This includes extrusions, frames, and attachment plates.

A screen mesh infill shall be provided at all railings. The basis of design is a stainless-steel cable mesh: a Type 316 stainless steel woven mesh with wire diameter 2 mm. (Example: X-Tend CXL Micro 2,0 by Carl Stahl DecorCable or approved equal). Mesh should resist cutting, deformation and vandalism and should be installed in removable stainless-steel frames. The material and connections shall be the same as the screen fence system.

Handrails shall be provided where the walking surface is sloped more than 1:20. Handrails will be made of 1-1/2" diameter, extruded aluminum tube, schedule 40. It shall be mounted at 36 inches above finished floor. The handrail shall be supported by the main Railing, using handrail supports to create the required hand clearances required by code.

2.4. Bird Deterrent

Design shall minimize ledges and horizontal surfaces that might allow bird perching, roosting, and nesting. In cases where this cannot be avoided, design should include anti-roosting or anti-nesting devices. (Example Bird Slide, Nixalite, or approved equal).

2.5. Receptacles

For maintenance purposes, a 120-volt 20-ampere GFI duplex electrical receptacle shall be provided at both ends of each bridge. Receptacles shall be provided with lockable, placed at a height of 7 feet above the finished floor, tamper-proof covers to deter vandalism or attempted use by the public.

2.6. Illumination Levels

The bridge and approach ramps shall be provided with ample night-time illumination to assist visually impaired users to better identify changes in level and transitions. Refer to project Scope of Services, FDOT Standards (Plans and Specifications), FDOT Design Manual, and the Florida Building Code and Section 5.7 of this Design Criteria for lighting design and plans preparation. In case of conflict, the more stringent requirements shall govern.

Area	Illumination Level Average Foot Candle		Illumination Uniformity Ratios	
	Horizontal (H.F.C.)	Vertical (V.F.C.)	Avg./Min.	Max./Min.
Shared-Use Paths and Sidewalks	5.0	N/A	4:1 or less	10:1 or less
Underdeck Lighting	1.5	1.2	4:1 or less	10:1 or less

Table 2.7.1: Lighting Initial Values

2.7. Decorative Lighting

All lighting fixtures shall be exterior-grade weather-resistant, vandal-resistant, low-energy, with high-performance corrosion resistant aluminum powder coating and shall utilize Light Emitting Diodes (LED) as the source of illumination. All luminaires shall bear the U.L. listing numbers from a nationally recognized testing laboratory. Light fixtures shall be warranted against defects and abnormal deterioration for a minimum of 5-years. LED components shall be warranted against failure or noticeable dimming for 5-years. All light fixtures shall be approved by MDPROS and FDOT.

Additionally, all bridge and approach ramp support columns shall be up lit from ground mounted LED light fixtures with color changing capability to provide an even wash of light on all surfaces of each column. Basis of design is the Linear XTR Linear Uplight by Acclaim (see Appendix B – Lighting Schedule – L3).

2.8. Raised Median and Bollards

To prevent un-authorized vehicles from accessing the bridge, the need for a raised median or bollard shall be evaluated at each bridge location. A raised median or bollard shall be provided within the trail, before the entrance of the approach ramp, on both ends of the ramps where the at-grade sidewalks connect to the trail. The raised median shall additionally include tall landscaping, such as bushes, to prevent vehicles from climbing onto the median and accessing the ramp onto the bridge. The design of the raised median is to be coordinated with the future Ludlam Trail.

Additionally, to prevent un-authorized vehicles from driving onto the at-grade sidewalk and consequently accessing the bridge, removable bollards shall be placed at 4 feet on center at the entrance to the sidewalk, where the sidewalks meet street crossings. Bollards must be stainless steel with embedding sleeve, with a hinged lid and a padlock for added security.

2.9. Educational Signage

To educate the public on the history of the Ludlam Trail, grade mounted signs shall be placed on each approach of each bridge. The images shall be sealed in a UV protectant clear cover. Messages shall be presented to MDPROS for review and approval.

3. STRUCTURAL DESIGN

The concept design has been provided by the developer. After, taking into consideration the specific issues, Developers' needs for adjacent developments, and field conditions, certain structural features have been prescribed as minimum requirements for the bridge design and are listed below:

- The bridge and supports spanning across Coral Way will be a completely independent structure from the adjacent development.
- The elevated trail (Concrete Bridge) will also be completely independent from the adjacent development. An expansion joint would be allowed.
- The minimum vertical clearance for pedestrian bridges shall be 17'-6" as per FDM 260.6 and per PPM, Vol 1, Table 2.10.1.
- No bridge supports can be introduced within the right of way of Coral Way.
- The length of the main spans was determined based on the lateral offset, where the face of column is a minimum of 16 feet from the edge of the travel lane. Therefore, the minimum main span bridge lengths shall be as follows:
  - SW 24th ST (Coral Way): 120 ft
- The typical section shall consist of the following:
  - The out-to-out width of the main bridge structure, not accounting for architectural canopy enclosure, shall be 17'-7".
  - The clear interior travel width of the bridge shall be 16'-0"
  - The inside of the Canopy Enclosure clear interior vertical clearance, at the curb-line, shall be 8'-0".
  - There shall be two 5'-0" wide bike lanes, one in each direction and one 6'-0" wide pedestrian sidewalk.
- There shall be no elevators or stairs to access the main span. Access to the bridge shall be using ramps with maximum 5% slopes where geometry allows; otherwise ramps with landings as per FDM 266 and ADA requirements are allowed to help achieve the necessary bridge elevation.
- An at-grade sidewalk access between existing sidewalks and the ramp touchdown locations shall be provided. This sidewalk connection should be a minimum of 6 feet wide in the Developer Node and 10 feet wide in all other locations.
- Any proposed footings shall not encroach past the 18-foot-wide easement allocated for the trail.
- The service life of the main bridge structure shall be 75 years.
- The service life for the architectural canopy enclosure shall be 75 years.
- Replaceable components shall have the following minimum service life:

Replaceable Components	Minimum Service Life (Years)
Bridge Bearings	25
Coatings	20
Railings/Fencing	75
Expansion Joints	25
Other proposed components	As agreed-to during final design

Table 3.0: Replaceable Component Service Life

- The Consultant shall provide a Specifications Package, including Technical Special Provisions (TSPs) and Modified Special Provisions (MSPs) required for the construction of the project and in conformance with FDOT's FDM requirements and procedures.

3.1. Design Loadings

The bridge shall be designed in accordance with AASHTO LRFD requirements, load combinations and FDOT Structural Design Guidelines (SDG) requirements, unless otherwise noted.

The design shall include consideration of all actual construction loads, dead load, wind load, and live loads, based on the erection scheme and construction equipment to be supported by the structure.

3.1.1. Live Loads

The bridge shall be designed for minimum pedestrian loading of 90 psf in accordance with Section 3.1 of AASHTO Guide Specifications for Design of Pedestrian Bridges.

In addition to the standard pedestrian loading described in Section 3.1 of AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (90 psf), the bridge shall also be designed for H5 vehicle (maintenance equipment). The bridges shall have signage at approaches restricting vehicular traffic from entering the bridge.

3.1.2. Dead loads

Dead loads of structural components shall be based on unit weights of materials and the computed volumes of the structural elements.

3.1.3. Additional dead loads

Additional dead loads shall consist of, but not be limited to, the following:

- 6.25 pounds per square foot (psf) for initial concrete overlay
- Architectural canopy enclosure along the main span superstructure, and adjacent spans
- Pedestrian railing and fencing
- Bridge lighting (use actual weights and location when known)
- Utilities
- Architectural Signage 'Ludlam'
- Wayfinding

3.1.4. Fatigue

Fatigue Loading shall be in accordance with Section 3.5 of AASHTO Guide Specifications for Design of Pedestrian Bridges.

3.1.5. Wind Loads

Wind loads shall be determined in accordance with the FDOT SDG Section 2.4.

Design wind loads shall account for all architectural features and all components on the bridge structure, including beams, deck, and any architectural appurtenances attached to the bridge structure. Wind speed used in design shall be in accordance with SDG and Florida Building Code (FBC), whichever is more stringent.

3.1.6. Earthquake Effects

Earthquake effects shall be considered in the design in accordance with the FDOT SDG, Section 2.3.

3.1.7. Vehicular Collision Loads

Structures shall be designed according to SDG Section 2.6 and LRFD Section 3.6.5.

3.1.8. Construction Loads

Construction Loads The design shall include consideration of all actual construction loads based on erection method and construction equipment to be supported by the structure. At a minimum, the bridge shall be designed for a construction live load of 20 psf applied to the walking surface. Wind loads during construction shall be considered in accordance with Section 2.4.3 of the FDOT SDG.

3.1.9. Load Factors and Combinations

Load factors and load combinations shown in the AASHTO LRFD Table 3.4.1-1 & 3.4.1-2 should be used with the following modifications:

- For Extreme Event I, γ_{EQ} for live load shall be taken as 0.0 per SDG Section 2.1.1.
- The load factor for wind pressure of structures, γ_{WS}, shall be modified per SDG Table 2.4.1-1.

3.1.10. Redundancy and Operational Importance

The operational importance factor shall be 1.00 for all limit states. Redundancy factors shall be determined in accordance with SDG Section 2.10

3.2. Superstructure and Deck Systems

The bridge shall consist of Steel truss Superstructure with a concrete deck for the main span sections of the bridge over the roadway. The approach spans to the main span can use Cast-In-Place (CIP) superstructure. The superstructure shall conform to constraints and conditions of the related adjacent Developer at each location.

Electrical conduits, intended for future use, shall be embedded within the deck and run through the entire length of the bridge. Conduits shall be 2 inches in diameter. The designer shall coordinate the future use and number of conduits needed with MDPROS.

3.3. Substructure

The bridge substructure shall consist of reinforced concrete piers as shown in the Concept Plans, Appendix H.

The piers shall be designed for vehicular collision force as specified in SDG 2.6. Bridge column appearance shall be in accordance with Section 2.2 of this document.

3.4. Maintenance, Inspection and Operation

Consideration must be given to allow adequate space and access for future arms-length inspection and maintenance operations through the life of the structure. All structural members, cladding, bearings, and their connections shall be accessible and fully exposed for inspection.

Maintain a 10-foot horizontal clearance for maintenance vehicles to access all areas around the bridge where space allows. If not enough horizontal space is available, designate 6 ft strips every 20 feet for inspection and maintenance vehicles to be able to obtain access to all areas of the bridge. No landscaping is allowed in these maintenance areas. Additionally, any pavers used in the maintenance areas need to be of structural grade, being able to withstand the weight of an HS-20 vehicle.

3.5. Erection Sequence Drawings

Final bridge design drawings must include erection sequence drawings for the installation of the canopy to the bridge structure that provides a workable erection scheme. Erection sequence must provide a constructible method of erection while coordinating maintenance of traffic, typical crane placement and work zones. Calculations must show the canopy elements will remain stable during their erection and installation.

4. PROVISIONS FOR WORK

Refer to FDOT Scope of Services, Section 2.21 – Provisions for Work for applicable FDOT Codes, Guidelines and Requirements for the project. The following Design Codes and Guidelines shall also be included, but will not be limited to:

Structural elements for bridge and approach ramps shall conform to the following references (latest version, unless noted otherwise).

- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
- Building Code Requirements for Structural Concrete ACI 318-14
- Minimum Design Loads for Buildings and Other Structures, ASCE 7-10
- 2006 ADA Standards for Transportation Facilities
- 2010 ADA Standards for Accessible Design
- Miami-Dade County Ordinances

5. GENERAL CRITERIA

5.1. Plan Organization and Design Phase Submittals

In addition to the requirements of the standards listed in the Contract, provide structure design plans that comply with the following:

- Provide structure design plans that include all design details necessary to construct the structure in accordance with the FDOT FDM. This includes, but is not limited to, conduit, inserts and attachments, the location of lighting fixtures attached to the structure, railing and aesthetic treatments. For structures where design details are developed and provided by a supplier (such as prefabricated stairs), include the supplier's design drawings as part of the final structure plan set.
- Supplier-detailed drawings that are included in the final plan set may use the supplier's border and title block.
- Situation and Layout (S&L) plan sheets shall be provided for the bridge and access structures.
- For a structure moved into its final location, provide placement tolerances along the X, Y, and Z axis on the Situation and Layout plan sheet for the structure placement.
- Separate the structure plan sheets from all other discipline sheets in the plan set.
- Include in the bridge plan set a soil boring location plan and the soil boring logs used in the geotechnical design of the bridge.
- Place as-constructed quantities on the first sheet of the Structure Situation and Layout for End-of-Project submittals.
- Provide as-constructed locations on the Situation and Layout sheets for a structure moved into its final location.

Construction documents shall be prepared and submitted in accordance with the FDM and the Scope of Services.

5.2. Geotechnical Reports

At a minimum, geotechnical investigations shall include a soil boring at each proposed bridge support location as required by FDOT in the FDM and SDG.

5.3. Vibrations and Monitoring

Protection of existing structures shall be conducted in general accordance with the FDOT Specifications Section 455-1.1 and as described herein. The Design Builder shall accept responsibility for all vibration-related damages associated with Project Work to existing structures, utilities, or other facilities located in the vicinity of construction-related activities. Where vibration-inducing construction activities are to be performed in the vicinity of existing structures, utilities, or other infrastructures, develop and implement a program to conduct preconstruction surveys and to monitor and control vibrations as follows:

- Conduct site reconnaissance of adjacent properties during site investigations to determine the sensitivity of each adjacent structure to vibrations.
- Report to the OWNER all identified site-specific properties that may be adversely affected by vibrations.
- Conduct preconstruction survey of each structure determined to be susceptible to vibrations. Provide the COUNTY with recommendations to mitigate adverse affects by vibrations.

5.4. Environmental Classification

Superstructure elements shall be considered exposed to Slightly Aggressive and substructure to Moderately Aggressive environmental conditions. This classification shall be used when determining design related items such as, but not limited to concrete cover, concrete class requirements, and admixtures.

5.5. Foundations

Foundations could be comprised of drilled shafts, shallow foundations, or driven prestressed concrete piles. Auger Cast concrete piles can be used subject to approval by FDOT State Structures Design Engineer. Foundations shall be designed in accordance with the requirements of FDOT SDG and the Scope of Services, Section 35.0.

5.6. Scour

No scour needs to be considered for the proposed bridge foundations.

5.7. Shared-Use Path

Plans shall be prepared for new overpass shared-use path bridges that will carry the Ludlam Trail over the existing roadway at SW 24th ST / Coral Way. In addition, the design shall include the bridge approaches, shared-use path, and multi-use path connecting the shared-use path to existing sidewalks, following FDM and Miami-Dade Department of Transportation and Public Works (DTPW). Shared-use path must be designed following the Americans with Disabilities Act (ADA) requirements and in accordance with Florida Greenbook.

- SW 24th ST / Coral Way – due to the development and existing constraints, the trail alignment accommodated the two low-income housing developments located on the properties south and north of Coral Way. The Bridge spans nearly 120 feet across Coral Way with its abutments located on the development nodes. The north and south ramps are both located on county property. The north approach ramp, spirals up due to the constraint of the (undeveloped) road right of way for SW 23rd Street.

The signing and pavement marking plans for the shared-use path shall be prepared following FDM Section 224.14.

5.8. Lighting

Illumination of the shared-use path on the bridge approaches and the interior of the bridge shall be provided. Additionally, lighting for the at-grade sidewalk connections shall also be provided.

Lighting plans shall be prepared for the new overpass shared-use path bridge including ramp bridge approaches connecting with proposed shared-use path sidewalks in accordance with FDOT's Florida Greenbook.

A Lighting Design Analysis Report (LDAR) including photometric printouts shall be submitted to ensure sufficient illumination over the shared-use path, bridge, at-grade sidewalk and underdeck. The LDAR shall be based on FDM and Miami-Dade County guidelines, whichever is more stringent, as well as guidelines and criteria specified in this document.

The Design Team shall evaluate and provide underdeck lighting as applicable for the proposed shared-use path bridges over these state roadways.

Signed and sealed voltage drop calculations for all new lighting circuits shall be prepared.

The lighting system to be operated and maintained by DTPW shall be a separate metered service point from the signal and any other electrical systems to be operated and maintained by other entities.

Develop and submit for approval a load Center/Circuit/Pole Number identification plans for maintenance identification scheme.

Where new electrical services are required, the designer shall coordinate the final locations of distribution transformer and service pole to minimize service and branch circuit conductors and conduit lengths. Each service point shall be separately metered.

If the use of light poles is found to be required during the final design, the light pole finish shall either be powder coat finish or milled aluminum finish, applied by the manufacturer. Additionally, the light poles shall complement the architectural character of the bridge. In the event that the light poles need to be installed on bridges, provide vibration dampeners.

5.9. Drainage

Stormwater runoff from the bridges shall be collected and conveyed towards the bridge ends where it will be discharged into the proposed Ludlam Trail drainage systems. These proposed Ludlam Trail drainage systems shall consist of dry retention swales wherever right-of-way constraints provide the space for such swales, and French drain systems for temporary drainage systems or wherever there is limited availability for the placement of swales. FDOT Flood Protection Level of Service must be provided for all affected and any additional drainage systems below the bridge during the 10-year frequency storm of critical duration, and any curb inlets that are impacted must be evaluated for spread. While stormwater runoff from the Ludlam Trail Bridges may not be required to be treated for water quality, it must be ensured that all pre-development discharges are maintained in the post-development design for all storms up to and including the 100-year storms of critical duration. The designer shall evaluate the need for water quality treatment. French drain systems and dry retention swales will not be allowed in areas where contamination has been determined to exist. In addition, all swales must be dry retention swales with the bottom elevation at least one foot above the seasonal high ground water table elevation. Avoid placing in the swale area any project components that will require access by maintenance personnel.

The designer shall evaluate the need for a gutter system along the length of the bridge. Public visibility of all bridge drainage structures shall be minimized as much as possible. If the bridge drainage systems run on the exterior, they must be aesthetically integrated with the piers as per Structures Detailing Manual (SDM) Chapter 22. Any drainage piping within the walled embankment sections must comply with the FDOT Drainage Manual, Appendix D. Deck and rainfall runoff drainage shall be directed towards the bridge ends to the drainage system and shall not flow towards the area below the bridges.

During the final design phase of the project, the landscaping design must be coordinated with the drainage design, with careful attention paid to maintaining the required stormwater runoff onsite storage while being able to accommodate the proposed landscaping.

Since the bridge does not cross over a surface water body, neither a scour analysis nor a Bridge Hydraulics Report are required.

5.10. Utilities

This section is supplemental to Scope of Services, Section 7.0 – Utilities.

The Design Team shall be responsible for verification of existing conditions as it relates to the utilities on this project. Utility investigation was not performed in the development of this design criteria package.

Utility conflicts should be considered a risk associated with the overall design of this project. The Design Team is responsible for all utility coordination, which includes but is not limited to:

- Ensuring utility coordination and design is conducted in accordance with the FDOT's and County's standards, policies, procedures, and design criteria.
- Identifying all existing utilities, developing conflict matrix, and coordinating any new installations.
- Scheduling utility meetings, preparing and distributing minutes for all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrices and changes to affected utility owners and making sure this information is properly coordinated and resolved in advance of construction phase.
- Identifying and coordinating the completion of any County or utility owner agreement that is required for reimbursement, or accommodation of the utility if applicable facilities associated with the project.
- Coordinate and obtain Utility Work Schedules.
- Periodic project updates to County, as needed.
- The Design Team shall keep a record of all contacts with utility companies and provide a copy to FDOT and County.

5.10.1. Utility Design Issues

Utility design shall consider the following:

- No manholes or valve boxes will be allowed within the limits of the approach ramps and sidewalk connections.
- A utility will have to be relocated if it conflicts with the ramp structures.
- OSHA clearances shall be followed near FPL power lines.
- Unless otherwise approved by the County, no pressurized lines will be allowed under the structures.

5.10.2. Anticipated Utilities

The following is a list of utilities anticipated to be encountered on the project based on preliminary information collected from Sunshine State One Call Design tickets:

Coral Way & Ludlam Trail

5.11. Temporary Structures Design and Calculations (to be provided by the selected Contractor)

Temporary works, except for critical temporary sheet pile walls, will be provided by the contractor before construction. Design shall consider temporary works needed for construction of the pedestrian bridges. Temporary works include, but are not limited to, items for temporary excavation support such as sheeting, concrete formworks, and temporary bridge superstructure supports.

For all temporary works, use a professional engineer, licensed in the State of Florida and pre-qualified by FDOT to design, sign and seal all plans and calculations for temporary structures. Temporary structures signed and sealed calculations and plans shall be reviewed and approved by the Engineer of Record (EOR) during Post-Design Services.

Temporary construction easements will need to be determined by the design team.

5.12. Environmental

MDPROS, in coordination with FDOT, conducted a Project Development and Environment (PD&E) Study for the Ludlam Trail Corridor, which stretches from SW 80th Street to 400 feet north of NW 7th Street, between 69th and 70th Avenue, in Miami-Dade County. The current proposed bridge construction at Coral Way, SW 24th ST, within this corridor.

5.12.1. NEPA

The Design Team shall comply with the project commitments and conditions set forth in the Type 2 Categorical Exclusion prepared during the Project Development and Environment (PD&E) Study. The Design Team shall provide the final design plans to Miami-Dade County (the County) and FDOT (if applicable) for review and approval prior to construction. Based on coordination with the Design Team, the County will review and coordinate with FDOT to determine if changes in the project's proposed design would require a NEPA Re-evaluation. If warranted, the Design Team shall prepare the required NEPA Re-evaluation, including any related analyses needed, and submit it to the County and FDOT for review and approval. The FDOT requires a minimum of 15 calendar days (excluding weekends and FDOT observed holidays) to review and comment for all project deliverables. This review time does not include review time performed by outside agencies. If required, the FDOT shall conduct all coordination with the appropriate outside agencies during the Design Team's preparation of the Re-evaluation. The Design Team must be qualified to perform FDOT Type 2.0 activities, meet the U.S. Secretary of the Interior's Professional Qualifications Standards, meet the requirements of FDOT's Cultural Resource Management Handbook, and the FDOT PD&E Manual to fulfill the NEPA requirements for this project.

5.12.1.1. NEPA Project Commitments

The project must adhere to the following NEPA Project commitments:

- Consistent with the recommendation by the US Fish and Wildlife Service (USFWS) provided in the ETDM Summary Report, the Design Team will, to the maximum extent practicable, use native wildflowers, bushes, and trees in the landscaping of the trail to benefit fish and wildlife resources (including pollinators such as butterflies and bees).
- Re-survey for the Florida bonneted bat during final design, prior to construction activities. All surveys shall be conducted in accordance with the most current USFWS survey guidelines, currently entitled Florida Bonneted Bat Consultation Guidelines, dated October 2019. If any signs of the Florida bonneted bat are observed, the Design Team must reinitiate coordination through FDOT with the USFWS and consultation, as necessary.
- Incorporate the USFWS's most current protection guidelines for the eastern indigo snake, currently entitled Standard Protection Protocols for the Eastern Indigo Snake, into the final project design and require that the construction contractor abide to the guidelines during construction.
- Should protected plant species be identified within the project impact area during the design and permitting phase, reinitiate coordination through FDOT with DERM and the Florida Department of Agriculture and Consumer Services (FDACS), and/or other agencies as appropriate, to allow for relocation to adjacent habitats or other suitable protected lands prior to construction.
- During the construction phase of this project, require adherence to the Florida stormwater management program per the Water Resources Implementation Rule (Chapter 62-40.431 FAC) and implement best management practices to avoid, where possible, and otherwise minimize adverse impacts to surface waters and water quality within the project limits.
- Coordinate with FDOT, and USFWS as needed, regarding the Florida bonneted bat (FBB), prior to the County conducting FBB Surveys during future phases of the project development.
- Due to the documented soil and groundwater contamination, a Soil Management Plan (along with Health and Safety Plan, Dust Control Plan, and Air Monitoring Plan) will be prepared prior to submitting the construction/drainage plans. Any proposed activities related to soil handling and stormwater management must be conducted in accordance with these plans.

5.12.1.2. Right-of-Way

This project shall not result in any relocations/displacements. All work shall be conducted within the Miami-Dade County right-of-way or within the easement located on Developer right-of-way, including temporary workspaces and/or staging areas. If any work is proposed outside the existing right-of-way, the Design Team is responsible to coordinate with appropriate parties.

5.12.1.3. Wetlands, Impacts and Mitigation

No wetlands have been identified within or adjacent to the project. Therefore, no impacts to wetlands are anticipated as a result of this project.

5.12.1.4. Floodplain Encroachment

The project is located within Zone X of the 100-year floodplain. This project will not: 1) affect flood heights or base floodplain limits, 2) result in increased or new adverse environmental impacts, 3) increase flood risks or damage, or 4) significantly change the potential for interruption or termination of emergency service or emergency evacuation routes. This project will not encroach upon the base floodplain, as defined in Part 2, Chapter 13 of the FDOT PD&E Manual.

5.12.1.5. Endangered Species, Protected Wildlife and Habitat

The following species may inhabit or migrate through the project area. The project is within the consultation area for the Florida bonneted bat (*Eumops floridanus*), wood stork (*Mycteria americana*), American crocodile (*Crocosylus acutus*), and the snail kite (*Rostrhamus sociabilis*). The project is within the South Florida range of the eastern indigo snake (*Drymarchon couperi*). Based on the scope of work, which does not include tree and/or bridge impacts, lack of suitable habitat, the USFWS Keys for the wood stork and eastern indigo snake; impacts to the species are not anticipated. A species-specific survey for the Florida bonneted bat will be conducted if tree impacts are added during the design phase. In accordance with Section 7 of the Endangered Species Act (ESA), the project is expected to have **No Effect** on threatened or endangered species; therefore, a **Determination of No Effect** is made for this project.

5.12.1.6. Noise and Air Quality Considerations

Since the project does not propose any roadway capacity improvements, and the scope of work does not involve construction of additional travel lanes or a shift in alignment, in accordance with 23 CFR 772, no noise impacts are expected. Therefore, a noise study is not required, and no long-term noise impacts are anticipated.

5.12.1.7. Contamination Considerations

As part of the PD&E Study, a Contamination Screening Evaluation Report (CSER) was prepared. The proposed project has been evaluated and potential contamination concerns have been identified along the corridor. As a result of a review of all available data, such as agency file reviews, historic data reviews and the site reconnaissance, a total of 15 sites were identified to pose potential contamination concerns along the corridor, which were discussed in the CSER. Also, the findings from previous Phase I and Phase II Environmental Site Assessment (ESA) Reports were reviewed.

Assessment conducted in 2017 indicated presence of arsenic in the soils with highest concentration reported at 101 milligrams/kilogram (mg/kg), with an average of 10.9

mg/kg. Benzo(a)pyrene equivalent (BaPE) was reported in various samples exceeding the Soil Cleanup Target Level (SCTL) of 0.1 mg/kg pursuant to Chapter 24, Code of MDC, ranging from 0 mg/kg to 31 mg/kg. Total Recoverable Petroleum Hydrocarbons (TRPH) concentrations were reported at five (5) soil samples above the residential SCTL of 340 mg/kg. However, the speciated hydrocarbons concentrations were below the SCTLs and hence TRPH was not considered to be a potential contaminant of concern in soil. No other contaminants were found above SCTLs. The groundwater analysis indicated presence of arsenic in concentrations ranging up to 192 micrograms/liter (µg/L) above the Groundwater Cleanup Target Level (GCTL) of 10 µg/L pursuant to Chapter 24, Code of MDC. The remaining parameters tested were reported below the applicable GCTLs. Based on the analytical results, a No Further Action with Conditions (NFAC) closure was recommended, including institutional and engineering controls. This included using the hard surface (pavement, pavers, etc.) of trail and 2-feet of clean fill cap or 1-foot of clean fill with high-visibility, puncture resistant fabric as effective engineering controls. In DERM's correspondence dated October 31, 2017, in response to the Phase II Report, DERM acknowledged the NFAC request with institutional and engineering controls; however, DERM requested additional hot spot sampling regardless of the closure option elected.

Following this, soil and groundwater sampling was conducted in February 2018. The groundwater analytical data from February 2018 indicated presence of arsenic in groundwater above GCTLs in three (3) out of 39 monitoring wells. It was concluded that the groundwater contamination appears to be attenuated prior to reaching the property boundary.

Additional boundary soil sampling was conducted in March 2018. The assessment indicated presence of BaPE soil concentrations in the top two (2) feet above the SCTL of 0.1 mg/kg. However, based on the historical absence of PAHs in the groundwater at this site, it was concluded that PAHs do not appear to be leaching from the soil to the groundwater.

Additional events of assessment were conducted in September 2018 and May 2019. The soil sampling indicated elevated levels of BaPE at the boundaries of the property. The data from this assessment of soil from 0"-6" from surface indicated some exceedances of the residential SCTLs and some above the commercial SCTLs. Based on the statistical analysis performed for the 0"-6" from the surface, it was concluded that the BaPE concentrations observed were consistent with the MDC's background concentrations. The arsenic results (145 µg/L) for MW-9I exceeded the GCTL. The arsenic groundwater results for vertical delineation (MW-9D) and the two (2) wells for horizontal delineation to the west (MW-9I and MW-9W-2S) were below the GCTL. In response to these reports, DERM in their memo indicated that in accordance with DERM's letter dated September 4, 2018, it was demonstrated that the arsenic plume

was sufficiently delineated and the areas where potential leaching due to soil contamination were proposed to be addressed with groundwater monitoring.

Due to the documented soil and groundwater contamination, per DERM's request a Soil Management Plan along with Health and Safety Plan, Dust Control Plan, and Air Monitoring Plan shall be submitted to DERM prior to submitting the construction/drainage plans.

Additional groundwater assessment conducted in July 2021, several existing and new temporary monitoring wells were sampled, and the data indicated arsenic above GCTLs. The data was presented in Site Assessment Report and Quarter One Groundwater Sampling Report (November 2021).

The monitoring well MW-3W in the vicinity of Flagler Street indicated arsenic below GCTL at 7.1 µg/L. The assessment conducted in the vicinity of SW 40th Street indicated arsenic below GCTL at 7.1 µg/L at MW-27E. However, arsenic was detected at 13.1 µg/L above the GCT at MW-27W. The groundwater assessment from the vicinity of SW 56th Street included sampling of four (4) monitoring wells, MW-33E, MW-33W, MW-37E, and MW-37W. The analytical data indicated arsenic above the GCTL only in MW-37W at 10.5 µg/L.

The information and the data included in the Level I and II ESA Reports is to provide a general indication of the nature of contamination in the area and shall be considered as the baseline at the site. Therefore, the Design Team shall base their design on their own interpretations of the soil/groundwater investigations and other data made available. Appropriate measures shall be implemented in accordance with state and local laws to address required remediation efforts when and where contamination is encountered during the proposed construction activities.

- Due to the proposed land use, the potential of contamination at the site was evaluated based on Commercial Direct Exposure (CDE) – Soil Cleanup Target Levels (SCTLs) and the Residential Direct Exposure (RDE) – CTLs per Chapter 24 of Miami-Dade County Code. As exceedances of CTLs were observed, additional assessment might be required in accordance with Chapter 24 of Miami-Dade County Ordinance based on the future use of the site.

- Based on the contamination findings, the responsibilities of the Design Team shall include, but are not limited to, the following:

  1) Reviewing and becoming familiar with all pertinent records pertaining to contamination at the property and its immediate vicinity, which are available in the Department of Regulatory and Economic Resources Division of Environmental Management (RER-DERM) Public Records, found at http://ecmrer.miamidade.gov.

2) Conducting any supplemental assessment that may be deemed necessary at the property for the purpose of obtaining approval for drainage plans. This shall include, but not be limited to, installing groundwater monitoring wells (shallow and of intermediate depth) to demonstrate the absence of groundwater contamination in areas proposed for stormwater (or groundwater) percolation, advance soil borings and obtaining soil and groundwater samples for laboratory analyses.

3) The designer shall ensure that the project complies with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended, for any sampling conducting in reference to the site.

4) Obtaining all required Federal, State & local applicable permits and approvals. This shall include, but not limited to, those permits associated with the presence of contamination at a property (e.g., DERM Class V, Class VI, etc.). For obtaining these permits, submit to the regulatory agencies, applicable construction drawings, technical reports, and other engineering documents, in compliance with the existing guidance and regulations and addressing all pertinent environmental concerns. The above shall include, but not be limited to the following:

    a) Paving and drainage plans illustrating the locations of all assessment wells installed at the property, properly labeled, and identifying the contaminant concentrations documented through sampling.

    b) Due to the potential for contamination leaching to the groundwater, any anticipated dewatering activities including calculations to support the expected radii of influence of dewatering. In addition, the plans shall include a treatment system design addressing the contamination expected in the extracted groundwater (including on-site contamination and (if applicable) contamination in the vicinity of the property). The design shall demonstrate the effectiveness of the system on reducing the contaminants of concern to the applicable cleanup target levels (State and/or local). Further, the plan shall demonstrate that the dewatering effluent will not be disposed of in areas where groundwater contamination exists.

    c) A Soil Management Plan (SMP), discussing the handling, reuse (if feasible) and disposal requirements of contaminated soils excavated due to construction. The SMP, at a minimum, shall outline the procedures for tracking contaminated material that is removed and relocated to other areas of the property (if applicable and permissible) as well as contaminated soil that is removed from the site and properly disposed of. Once approved, the SMP shall be incorporated by reference in the

scope of work of all construction drawings including excavation activities at the property.

5) Selecting piping of adequate material and chemical resistant fittings (based on the type of contamination) for water and sewer utilities installed at or for the benefit of the site.

6) The final determination of any selected closure option lies with the County. MDPROS elects NFAC, some of conditions that will apply to contaminated soil if the site is used for any other purpose, then commercial use:

   a) Soil removal shall be based on utilizing Chapter 24 of the Miami-Dade County Code and Risk-Based Corrective Action approaches. Alternative designs may be proposed that maintain a minimum of (1) one foot of clean soil underlain by a high visibility geosynthetic fabric or (2) two feet of clean soil beneath the final grade in areas accessible by the public to prevent direct contact/exposure to the contaminated soil. This may require DERM's permission. More information can be found at: http://www.miamidade.gov/environment/library/instructions/risk-based-corrective-action.pdf

   b) A DERM approved Engineering Control Plan shall be required either as impervious pavement, a minimum of one foot of clean soil underlain by a high visibility geosynthetic fabric, or two feet of clean soil placed between the contaminated soil and the final grade.

5.12.2. Environmental Permits

The Design Team shall be responsible for preparing designs and proposing construction methods that are permittable. The Design Team shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, shall be the responsibility of the Design Team and will not be considered sufficient reason for a time extension or additional compensation.

As the permittee, the County is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The following project-specific environmental services or permits have been identified as specific requirements for the project:

- South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) for construction (if applicable)

- Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Permit or Notice of Intent (to be obtained by awarded construction contractor)

5.13. Landscaping

Landscaping shall be coordinated with the contamination plan and drainage and meet all applicable codes.

5.14. Temporary Traffic Control Plans

The Temporary Traffic Control Plans for the construction of the bridges shall be prepared following FDM Section 240.1.

5.15. Sustainability

Projects involving planning, design, construction, management, renovation, maintenance and decommissioning of buildings or infrastructure owned, financed, or operated by Miami-Dade County must comply with the requirements of the County's Sustainable Buildings Program. The Institute for Sustainable Infrastructure (ISI) Envision Certification program is an opportunity to assess the infrastructure development of County projects in the areas of sustainability, resilience, and equity. The Miami-Dade County Board of County Commissioners (Board) adopted Resolution No. R-617-17, which directs incorporation of ISI's Envision into County-funded civil infrastructure projects, where practicable and feasible. The minimum rating is established as Envision "Silver".

Considering the goals and objectives of the Project inclusive of the overall benefit to the neighboring communities, a pre-assessment of the three pedestrian bridges along the Ludlam Trail was conducted to determine the opportunity for Envision "Silver" certification. Of the 64 available credits, each potential credit was assessed using ISI's Envision Sustainable Infrastructure Framework Manual (Version 3) against the Evaluation Criteria and Documentation Guidance section to reach a probable score for each credit around the five certification categories: Qualify of Life, Leadership, Resource Allocation, Natural World and Climate & Resilience.

This section includes general requirements and procedures that are beneficial towards reaching compliance with sustainable strategies in order for the Project to obtain "Silver" certification, or greater. This is based on the framework following the Envision Verification Pathway A: Design + Post-Construction, which encompasses the following activities:

1. Create a self-assessment file
2. Register the project
3. Start verification
4. Design review
5. Award (initial determination)

6. Post-Construction review

The process is to be initiated, completed, and submitted by the Design Team. There are several sustainability strategies that must be embedded within the final contract documents issued for bid and construction. The Design Team will be required to develop the necessary project-specific documentation to achieve credits. This includes documentation for elements associated with design as well as maintenance and operations. Many Envision credits may also require compliance during construction which is the responsibility of the Design Team to clearly detail requirements in the plans and/or technical specifications on an individual credit basis.

The Design Team shall conduct a pre-design meeting to review the initial Pre-Assessment Checklist, Envision contract requirements and expectations, and discuss action plans for complying with requirements. The initial Pre-Assessment Checklist, which can be found in Appendix E, is offered for information only and as a tool to guide the process. In addition, Envision shall be included as an agenda item for discussion in the general project progress meetings.

An Envision Action Plan shall be provided within 30 days of Notice to Proceed (NTP) and include, at a minimum, the following:

a. Envision Coordinator Contact Information
b. Envision Coordinator description of project role/tasks
c. Template for Envision Quarterly Report

An updated Pre-Assessment Checklist shall be performed by the Design Team within 60 days of NTP.

Quarterly Envision Progress Reports shall be submitted quarterly (by Envision Coordinator) to provide an update on the compliance of the Envision credits and level of achievement based on rankings of Improved, Enhanced, Superior, Conserving, and Restorative. It shall include the strategy for complying with each targeted credit, identifying existing supporting documents, key actions, and implementation status. Progress reports shall assess achievement of applicable credits by reporting how well the project is addressing the full range of sustainability indicators/credits.

6. MATERIALS

Materials must comply with the "Buy America Act", 49 U.S. code Section 5323, and per FDOT Specifications Section 6-5 and FDOT PPM Volume 1, Chapter 13.

Designer shall consider materials that comply with the "Build America, Buy America Act" (BABA), Public Law No. 117-58 §§ 70901-52 and 23 CFR 635.410, and per FDOT Specifications, Section 6 and FDM.

6.1. Structural Steel

Material properties for structural steel used in the analysis and design shall be determined in accordance with the FDOT Specifications Section 962. Minimum plate dimensions shall be provided in accordance with FDOT SDG Section 5.5. All steel elements shall be furnished and installed in accordance with FDOT Specifications Section 460. Steel elements shall also meet the following requirements:

i. Do not use cover plates, pins, or hangers.
ii. Do not field-weld without COUNTY approval, except for bearing sole plates.
iii. For structural steel field splices, use direct-tension indicator tightening.
iv. For all miscellaneous steel items permanently cast into the deck, use galvanized steel, stainless steel, or an approved coating system.
v. Steel anchor bolts or any other steel elements extending out of the concrete, shall be stainless steel Type 316 unless approved by the COUNTY in writing prior to being installed.

6.2. Concrete

Concrete Class shall be determined in accordance with SDG Section 1.4.3 and Table 1.4.3-1. The material properties used in analysis and design should be in accordance with Specifications Section 346.

6.3. Concrete Elements

All concrete elements shall be furnished and installed in accordance with FDOT Specifications Section 400.

6.4. Fasteners

Design structural bolted connections in accordance with SDG Section 5.4. Preference is given to 7/8" diameter high strength bolts conforming to ASTM A325 Type 1 for painted connections, and Type 3 for unpainted weathering steel connections. All connections should be designed as "slip critical". ASTM A490 fasteners shall not be used unless approved by the COUNTY.

6.5. Shear Connectors

The material properties of shear connectors used in the design shall be in accordance with Specifications Section 502.

6.6. Reinforcement

The reinforcement shall be Grade 60 (fy = 60,000 psi) deformed bars conforming to AASHTO ASTM A615. The maximum length of reinforcing bars shall be 60 feet. Epoxy coated reinforcing steel shall not be used.

6.7. Aluminum

Aluminum shall be used for the Lighting and pedestrian handrails as stated in this document. Aluminum is not allowed be used for the main load carrying members of the pedestrian bridges.

Design must provide details for mitigating the galvanic action resulting from connections involving dissimilar metal materials, such as aluminum to structural steel and aluminum to stainless steel as required by FDOT SDG 10.6A. Bolt material used for connections should take galvanic action into consideration as well. Design drawings must also provide details showing how aluminum items will be isolated from concrete components at material interfaces as required by FDOT SDG 10.6F.

6.8. Alternative Materials

Material Specifications for any alternative material not covered by FDOT Standard Specifications, shall be submitted to MDC PROS for review and approval.

MDC089

EXHIBIT E

Budget for Bridge

Prepared for: MIAMI-DADE COUNTY

Ludlam Trail Pedestrian Bridge March 11, 2024

ENGINEER'S ESTIMATE FOR PROBABLE COST (Ludlam Trail Bridge - Coral Way Node)

PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE	CLARIFICATIONS
	ROADWAY					
101 1 A	MOBILIZATION	LS	1	$ 50,000.00	$ 50,000.00	
102 1A	MAINTENANCE OF TRAFFIC	LS	1	$ 20,000.00	$ 80,000.00	
102 10A	OFF DUTY LAW ENFORCEMENT OFFICER	LS	1	$ 5,000.00	$ 5,000.00	Moved over from soft costs as requested
104 10 3	SEDIMENT BARRIER	LF		$ 4.50	$ -	
104 11A	FLOATING TURBIDITY BARRIER	LF		$ 20.00	$ -	
104 18	INLET PROTECTION SYSTEM	EA		$ 101.12	$ -	
108 1	PROTECTION OF EXISTING STRUCTURES - INSPECTION AND SETTLEMENT MONITORING	LS		$ 12,000.00	$ -	
108 2	PROTECTION OF EXISTING STRUCTURES - VIBRATION	LS		$ 25,000.00	$ -	
110 1 1B	CLEARING & GRUBBING	LS		$ 12,000.00	$ -	
120 1	REGULAR EXCAVATION	CY		$ 80.00	$ -	
120 6	EMBANKMENT	CY		$ 38.00	$ -	
160 4B	TYPE "B" STABILIZATION (12" Thick)	SY		$ 8.43	$ -	
285 701	OPTIONAL BASE GROUP 01	SY		$ 17.00	$ -	
285 704	OPTIONAL BASE GROUP 04	SY		$ 20.00	$ -	
334 1 11	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC A)	TN		$ 155.00	$ -	
339 1	MISCELLANOUS ASPHALT PAVEMENT	TN		$ 500.00	$ -	
425 1 6 10B	SWALE INLET TYPE P-10 - (ANY DIMENSION, MAXIMUM DEPTH OF 15')	EA		$ 6,000.00	$ -	
443 70 3 2	FRENCH DRAIN (18" DIAMETER PERFORATED PIPE; TRENCH DEPTH 10 FT. BLS)	LF		$ 207.40	$ -	
515 2 303	PEDESTRIAN/BICYCLE RAILING (ALUMINUM ONLY) (SPECIAL)	LF		$ 150.00	$ -	
520 2 10A	CONCRETE HEADER	LF		$ 35.00	$ -	
526 1 1A	PAVERS, ARCHITECTURAL, ROADWAY	SY		$ 230.00	$ -	
536 1	GUARDRAIL - ROADWAY, GEN.LS TL-2 (INCLUDES THE COST OF SHOP PANELS)	LF		$ 24.48	$ -	
536 73	GUARDRAIL, REMOVAL	LF		$ 8.50	$ -	
536 83 20	GUARDRAIL END TREAT.-TRAILING ANCHORAGE	EA		$ 2,345.00	$ -	
536 8 13	APPROACH TRANSITION CONNECTION TO RIGID BARRIER, FURNISH AND INSTALL, TL-3	EA		$ 8,500.00	$ -	
570 1 2	PERFORMANCE TURF, SOD	SY		$ 7.00	$ -	
580 322 2A	TREE REMOVAL AND DISPOSAL (6" TO 12" DIA.)	EA		$ 2,500.00	$ -	
580 322 4A	TREE REMOVAL AND DISPOSAL (12" TO 24" DIA.)	EA		$ 5,000.00	$ -	
0700 1 50	SINGLE POST SIGN, RELOCATE	AS		$ 450.00	$ -	
0700 1 60	SINGLE POST SIGN, REMOVE	AS		$ 55.50	$ -	
0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF		$ 10.00	$ -	
0711 11 251	THERMOPLASTIC (YELLOW) DOTTED/GUIDELINE 6"	LF		$ 3.00	$ -	
0711 16 101A	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF		$ 1.00	$ -	
0711 16 201A	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW SOLID, 6"	LF		$ 1.20	$ -	
	SUB-TOTAL				$ 115,000.00	$ 115,000.00
	STRUCTURES					
125 1	EXCAVATION FOR STRUCTURES (ABUTMENTS)	CY	33	$ 48.00	$ 1,824.00	
120 6	BACKFILL (ABUTMENTS)	CY		$ 50.00	$ -	
455 34 3	PRESTRESSED CONCRETE PILING, 18" SQUARE	LF		$ 140.00	$ -	
400 4 5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	34	$ 1,318.70	$ 44,835.12	
400 4 25	CONCRETE CLASS IV MASS CONCRETE	CY	28	$ 1,200.00	$ 33,600.00	
415 1 5	REINFORCING STEEL	LB	26895	$ 1.53	$ 40,498.50	
458 1 11	BRIDGE DECK EXPANSION JOINT	LF	35.0	$ 75.00	$ 2,625.00	
400 2 10	CONCRETE CLASS II	CY		$ 500.00	$ -	
415 1 5	REINFORCING STEEL	LB		$ 1.50	$ -	
370 1	EXPANSION JOINT @ APPROACH SLABS	LF		$ 155.00	$ -	
460 7	PREFABRICATED PEDESTRIAN-BYCICLE STEEL TRUSS BRIDGE	LS	1	$ 855,000.00	$ 855,000.00	
515 5	RAILING, BRIDGE MOUNTED	LF		$ 30.00	$ -	
	Stainless Steel Wire Mesh Upgrade Allowance	SF	3083	$ 80.00	$ 247,040.00	
715 40 A	LIGHTING FOR PEDESTRIAN BRIDGE, LED HIGHAT FIXTURE, Project	EA	10	$ 200.00	$ 2,000.00	
630 2 15	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF	258	$ 45.00	$ 11,610.00	
455 80 4	DRILLED SHAFT, 42" DIA	LF	240	$ 505.00	$ 121,200.00	
	STEEL TRUSS ERECTION (INCLUDES CONCRETE DECK AND PLACEMENT)	LS	1	$ 260,000.00	$ 260,000.00	
	TRUSS GREEN SPECIAL PAINT PARKS REQUIREMENT FOR TRAILS	LS	1	$ 38,000.00	$ 38,000.00	
	SPECIALTY SIGN	LS	1	$ 86,000.00	$ 86,000.00	
	SUB-TOTAL				$ 1,793,232.62	$ 1,793,232.62
	PAYMENT & PERFORMANCE BOND (as required under the Bridge Contract	EA	3%		$ -	Included as a requirement of the Bridge Contract for Hard Costs
	LIGHTING					
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LT		$ 20.00	$ -	
633 2 11	PULL & SPLICE BOX, FAL 13" x 24" COVER SIZE	EA		$ 760.00	$ -	
715 1 11	LIGHTING CONDUCTORS, INSULATED, NO. 10 OR 4	LT		$ 2.00	$ -	
715 1 12	LIGHTING CONDUCTORS, INSULATED, NO. 8 TO 6	LT		$ 2.30	$ -	
715 1 13	LIGHTING CONDUCTORS, INSULATED, NO. 4 TO 2	LT		$ 3.00	$ -	
715 7 11G	LOAD CENTER, FAI SECONDARY VOLTAGE	EA		$ 15,500.00	$ -	
	AESTHETIC LIGHTING	EA	1.0	$ 200,000.00	$ 200,000.00	
	SUB-TOTAL				$ 200,000.00	$ 200,000.00
	SUB-TOTAL					
	ROADWAY, STRUCTURES, LIGHTING					

	SOFT COSTS					$ 2,108,232.62
	OWNER REP (3%)	EA	1	$ 63,006.98	$ 63,006.98	
	DEVELOPMENT OVERHEAD AND GENERAL CONDITIONS (8%)	EA	1	$ 168,258.61	$ 168,258.61	Drinker Biddle Contract Accounting, Legal, Printing, Office Supplies, Misc Clerical, Corporate Travel, Misc Overhead, Per Hourly Office, Temporary Engineer, Sales, Personnel, Expense, Benefits, Reimbursable, etc.)
999	ALLOWANCE - PERMITS	LS	1	$ 25,000.00	$ 25,000.00	
999	CONTINGENCY (15%)	LS	1	$ 315,434.89	$ 315,434.89	
	TESTING	LS	1	$ 80,000.00	$ 80,000.00	Surveying (checks and forms), Concrete Testing, Density Testing, Proctor Compaction Testing, Environmental Testing (Air Quality), Lighting Tests
	INDEPENDENT PEER REVIEW	LS	1	$ 30,000.00	$ 30,000.00	
	Prefabricated Bridge Engineering		1	$ 55,000.00	$ 55,000.00	
	BRIDGE ENGINEERING	EA	1	$ 332,573.86	732973.86	Detailed Work Order for Bridge Design Services as per Attachment A Request for Proposal by the Bridge Engineer of Record and Other Costs by
	CONSTRUCTION ENGINEERING AND INSPECTION	LS	1	$ 75,000.00	$ 75,000.00	$ 1,004,814.34
	TOTAL				$ 2,940,873.19	$ 3,113,046.96

Assumptions, Qualifications & Clarifications
Any and all unused funds per line item and overall estimate are considered savings and therefore remain with Miami-Dade County.
Contingency allowance is managed by Miami-Dade County and require approval, all unused contingency will remain with Miami-Dade County.
Master & Trade Permiting Cost are the responsibility of the county and will be reimbursed as passthrough reimbursement with no markup. Reinspection fees and/or fines are the responsibility of the developer.

EXHIBIT F

Assignment of Service Order and partial assignment of PSA

PARTIAL ASSIGNMENT, ASSUMPTION, ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This PARTIAL ASSIGNMENT, ASSUMPTION, ACKNOWLEDGMENT AND CONSENT AGREEMENT (this "Assignment Agreement") is effective as of the ____ day of _____ in the year 2023 ("Effective Date") by and between Miami-Dade County (the "County"), Ludlam Trail Towers, LLC (the "Developer") and BCC Engineering, LLC (the "Consultant").

WHEREAS, the County owns and/or has an ownership interest in certain portions of real property in Miami-Dade County, Florida, more particularly described on Exhibit "A" (the "County's Trail Property") attached to that certain Pedestrian Bridge Contract entered into between Developer and the County on the Effective Date (the "Development Agreement") simultaneously with this Assignment Agreement; and

WHEREAS, the County's Trail Property extends, non-contiguously, from S.W. 80th Street to N.W. 7th Street (the "Trail Limits"), and the County seeks to create an uninterrupted, continuous trail (the "Ludlam Trail" or the "Shared Use Trail") upon the County's Trail Property and portions of other real property within the Trail Limits for the use of the Shared Use Trail by the County and the public for the Trail Use (as defined in Development Agreement); and

WHEREAS, Developer owns two (2) non-contiguous parcels of real property in Miami-Dade County, Florida, located within the Trail Limits, said real property being more particularly described on Exhibit "C" attached to the Development Agreement and which is divided by the public right of way known as S.W. 24th Street or Coral Way (the "Public Road"); and

WHEREAS, Developer and the County are entering into the Development Agreement in order to, among other things, delineate the responsibilities between the parties related to the

design, permitting, construction, and funding of a pedestrian bridge over the Public Road (the "Bridge"); and

WHEREAS, said Development Agreement requires Developer to undertake the design and construction of the Bridge in accordance with the design and performance standards and requirements set forth by the County and required by applicable law, and the County has agreed to pay a not to exceed amount for such work; and

WHEREAS, on July 29, 2022, the County, through its Department of Transportation and Public Works ("DTPW"), entered into a Professional Services Agreement (the "PSA") (attached hereto as Exhibit G) with the Consultant following a competitive solicitation in accordance with the requirements of §287.055, Florida Statutes, for professional technical services for DTPW to include but not be limited to: minor and major complex bridge design; steel/load rating analysis and reviews; movable bridge design; development of design criteria; structural coatings oversight; lighting design; local regulatory agency permitting and coordination; construction management services for post design services; cost estimating; and scheduling; and

WHEREAS, to facilitate the development of the Bridge, on September 5, 2023, the County and the Consultant executed Work Order No. WO-CIP240B-001.R0 under the PSA ("Work Order") (attached hereto as Exhibit H) in the total amount of $232,973.86 (the "Consultant Cost") for the engineering work associated with the Bridge, as more specifically set forth in the Work Order; and

WHEREAS, on September 6, 2023, the County issued a notice to proceed to Consultant to commence the scope of services covered by the Work Order (attached hereto as Exhibit I); and

WHEREAS, to date, the County has directly paid Consultant $0.00 of

the Consultant Cost under the Work Order; and

WHEREAS, the County and Developer desire, and the Consultant agrees, to partially assign the PSA from the County to the Developer solely for purpose of, and as set forth in, the Work Order, and only for the amount of the Consultant Cost (collectively, the "Assigned Obligations") in order to have the Developer complete the development of the Bridge in accordance with the terms of the Development Agreement; and

WHEREAS, Consultant approves this Assignment Agreement and has no objection to the partial assignment of the PSA and the Work Order from the County to Developer,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, Consultant, and the Developer agree as follows:

1. Assignment. As of the Effective Date, the County hereby partially assigns the PSA as set forth herein, the Developer accepts the partial assignment of the PSA as set forth herein, and the Consultant hereby consents and agrees to the partial assignment of the PSA as set forth herein. Developer warrants and agrees that it is fully capable of faithfully performing all of the Assigned Obligations under this Assignment Agreement. Developer agrees to assume and faithfully perform and discharge all of the Assigned Obligations, and agrees to be bound by all covenants and agreements of the PSA, but only to the extent necessary for Developer to perform, and discharge the Assigned Obligations. The County hereby certifies that the PSA and Work Order are in full force and effect, there are no defaults under the PSA or Work Order, and there are no events, to the County's knowledge, which have occurred which, with the passage of time or the giving of notice, would constitute a default under the PSA or the Work Order.

2. Scope and Limitations of Assignment. The County hereby represents, and the Consultant and Developer acknowledge and agree to, the following: (a) the PSA was competitively procured and awarded by the County in accordance with applicable law to be used for various bridge structural engineering projects for DTPW; (b) the total contract amount under the PSA, inclusive of contingency, approved by the Board of County Commissioners (the "Board") shall not exceed $3,300,0000.00 without the prior approval of the Board; and (c) DTPW requires the work of the Consultant under the PSA for various projects and the expenditure authority set forth therein. Accordingly, the Developer, Consultant and the County agree that: (i) this Assignment Agreement is and serves as an assignment of the Work Order and only a partial assignment of the PSA for the sole purpose of setting forth the terms and conditions associated with the Work Order and to allow Developer to manage, oversee and undertake the development of the Bridge using Consultant's professional services as set forth in the Work Order, and for no other purpose; (ii) the Consultant Cost may not be increased without the prior, written request by Developer to, and the prior, written agreement and consent of, DTPW to any such increase to the Consultant Cost; and (iii) any amendments to the terms and conditions of the PSA and/or the Work Order entered into between Developer and Consultant without the County shall govern, be applicable to, and shall bind only the Developer and the Consultant and only for the services and work covered by the Work Order, and shall not act to modify the PSA agreement between the County and Consultant nor shall any such amendment be binding on the County unless approved and executed by the County. The Developer and Consultant understand and agree that neither Developer nor Consultant shall have the authority to terminate the PSA or Work Order for any reason whatsoever without the prior, written request by Developer or Consultant to, and the prior, written agreement and consent of, DTPW, and any

such attempted termination of the PSA or Work Order without the prior, written consent of DTPW shall be null and void and of no force or effect.

3. Effect of Assignment. Except as otherwise set forth in this Assignment Agreement, following the Effective Date, and for the limited purpose of performing services under the Work Order for the Bridge and only to the extent necessary for the Developer and Consultant to exercise all rights and obligations pertaining to the Work Order under the Work Order and PSA, wherever the PSA references the "COUNTY" or "DTPW" or the "Department of Transportation and Public Works", the same shall be construed to be "Developer." The following sections of the PSA shall remain unchanged or shall be modified as follows:

a. Section VIII- Ownership of Documents. This section remains unchanged and all rights of ownership shall remain with the County.

b. Section X – Official Notices. The following is the contact and notice information for the Developer:

LUDLAM TRAIL TOWERS, LLC

123 SW North River Drive

Miami, Florida 33130

Attention: Manager

With Copy to:

HOLLAND & KNIGHT, LLP

701 Brickell Avenue

Suite 3000

Miami, Florida 33131

Attention: Hugo Arza, Esq.

c. Section XI – Audit Rights. The audit rights set forth in section XI may be exercised by both the Developer and the County with respect to the services and work covered by the Work Order.

d. Section XII – Subcontracting; B. Non-Exclusivity. The rights to retain or utilize any other Architect, Engineer, Design Professional or other consultant set forth in Section XII – Subcontracting; B. Non-Exclusivity, shall remain with the County and the Developer shall also have the same rights vis a vis the Consultant and the Work Order.

e. Section XIV- Termination of Agreement. This section remains unchanged and all rights of termination shall remain with the County.

f. Section XVII – Indemnification and Insurance. The rights of the County to be indemnified and be added as additional insured set forth in section XVII – Indemnification and Insurance, shall remain with the County and the Developer shall also have the same rights vis a vis the Consultant and the Work Order.

g. Section XVIII – Ordinances, Resolutions and Other Requirements. This section remains unchanged and all rights shall remain with the County.

h. Section XX – Equal Opportunity; A. Equal Employment Opportunity. This section remains unchanged and all rights shall remain with the County.

i. Section XX – Equal Opportunity; B. Nondiscrimination. This section remains unchanged and all rights shall remain with the County.

j. Section XX – Equal Opportunity; C. Disadvantaged Business Enterprise Subcontracting Program. This section remains unchanged and all rights shall remain with the County.

k. Section XXI – Affirmative Action Plan Requirements. This section remains unchanged and all rights shall remain with the County.

l. Section XXIII – Business Applications and Forms. This section remains unchanged and all rights shall remain with the County.

m. Section XXIV – Prompt Payment. The rights of the County to enforce prompt payment requirements shall remain with the County and the Developer shall also have the same rights vis a vis the Consultant and the Work Order.

n. Section XXVI – Contingency Allowance. This section remains unchanged and all rights shall remain with the County.

o. Section XXVII – Scrutinized Company. This section remains unchanged and all rights shall remain with the County.

p. Section XXIX – Miscellaneous; E. No Third Party Rights. This section shall be modified to provide that, with respect to the partial assignment of the PSA to Developer and the Work Order, the County is an express and intended third-party beneficiary thereof.

[Signature Page Follows]

[Signature Page to Assignment Agreement]

IN WITNESS WHEREOF, the County has caused this Assignment Agreement to be executed in its name by the County Mayor or Mayor's designee, as authorized by the Board,

Developer has caused this Assignment Agreement to be executed by its respective duly authorized representative, and the Consultant has caused this Assignment Agreement to be executed by its duly authorized representative, all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Name:
Title:

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Name:
MAYOR or DEPUTY MAYOR

_____
Approved by County Attorney as to form and legal sufficiency.

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed in the presence of:

Print Name: Guillermo Vadell

Print Name: Maria Tuestes

DEVELOPER:

LUDLAM TRAIL TOWERS, LLC, a Florida limited liability company

BY:

By: Alex Mantecon

Name: Alex Mantecon

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29 day of March, 2024, by Alex Mantecon, as MANAGER of Ludlam Trail Towers, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She is personally known to me ( ) or has produced _____ as identification.

Printed Name: Guillermo Vadell
Notary Public
My Commission Expires:

GUILLERMO VADELL
Notary Public-State of Florida
Commission # HH 417732
My Commission Expires
July 06, 2027

Signed in the presence of:

Print Name: Anna E. Chiu-Hung

Print Name: Angel E. Garcia

CONSULTANT:

BBC ENGINEERING, LLC, a Florida limited liability company

BY:

By: _____
Name: Eugenio Ochoa
Title: Senior Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 29th day of March, 2024, by Eugenio Ochoa, as Senior Vice President of BBC Engineering, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She is personally known to me ( ) or has produced _____ as identification.

Natalia Munoz
Comm.#HH015758
Expires: Oct. 24, 2024
Bonded Thru Aaron Notary

Printed Name: Natalia Munoz
Notary Public
My Commission Expires: 10/24/24

EXHIBIT G

Professional Services Agreement

ATTACHMENT 2

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Professional Services Agreement

Between

Miami-Dade County

And

BCC Engineering, LLC

For
Professional Services for Bridge Structural Engineering Projects

Contract No.: CIP240-DTPW20-DE (2)

ISD Project No.: E20-DTPW-02

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DEFINITIONS

The following definition and terms are provided as clarification of the provisions for this Professional Services Agreement (PSA).

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.

2. **Contracting Officer** is the Director of Department of Transportation and Public Works.

3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.

4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.

5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.

6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".

7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.

8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 29th day of July, 2022 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and BCC Engineering, LLC hereinafter referred to as the "CONSULTANT".

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide Professional Services for Bridge Structural Engineering Projects, Contract No.: CIP240-DTPW20-DE (2), ISD Project No.: E20-DTPW-02, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that Department of Transportation and Public Works (DTPW) shall furnish to the CONSULTANT any plans and any other data available in the COUNTY files pertaining to the work to be performed under this Agreement. The CONSULTANT is responsible to request any and all plans and data not furnished, which the CONSULTANT knows or should know, is necessary or appropriate for the performance of the services described herein.

The COUNTY shall provide the CONSULTANT with access to the project site(s) during CONSULTANT'S scheduled work times.

The Contracting Officer's Representative or his designee of DTPW, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation shall follow within 72 hours.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the COR's request prior to the issuance of a Work Order. No. payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The COR shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

Performance evaluations of the services rendered under this Agreement shall be performed by DTPW staff throughout the term of the contract and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II - PROFESSIONAL SERVICES

Department of Transportation and Public Works (DTPW) has a need for professional and technical services for DTPW, which will include, but not necessarily be limited to the following: minor bridge design; major and complex bridge design; concrete major and complex bridge design; steel, load rating analysis/reviews; movable bridge design; development of design criteria; structural coatings evaluation and inspection; overweight vehicle permit reviews, highway bridge plans review; engineering inspections: drainage design; roadway design; lighting design; surveying; Right of Way mapping; utility coordination; geotechnical engineering and soil exploration; environmental permitting and coordination; local regulatory agency permitting and coordination; Geographic Information System services; erosion control; construction management for post design services; cost estimating; scheduling; public outreach and other professional services required for DTPW funded projects.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055, as applicable. No minimum amount of work or compensation will be guaranteed to the selected consultant. Funding for these services will be provided by Road Impact Fees, Secondary

Gas Tax, General Obligation Bond Financing and other local sources, on a project-by-project basis in accordance with negotiated fees and tasks described in each individual service work order. Future available use of funding from other sources such as Federal Transit Administration, Florida Department of Transportation, Federal Highway Administration, or other federal and state sources will be assigned as projects are identified and approved in the Multi-Year Capital Plan.

Services to be provided by the Consultant will be initiated and completed as directed by DTPW's Project Manager by issuance of a work order. There is no guarantee that any or all of the services described in this PSA will be assigned during the term of the PSA. Further, the Consultant is providing these services on a non-exclusive basis. DTPW, at its option, may elect to have any of the services set forth herein performed by other consultants or DTPW staff. The Prime Consultants and/or sub-consultants of this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this Agreement.

In connection with Professional Services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.

C. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.

D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.

F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of any modifications requested by the COUNTY during any previous review and comments resolution process.

G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of the CONSULTANT'S errors and omissions.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.

J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version, at the time of contract execution, of the Federal Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall be submitted to the Engineering, Planning and Development Section of DTPW for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

Services to be rendered by the CONSULTANT shall commence upon receipt of a written Work Order from the COR subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order. A reasonable extension of time shall be granted in the event there is a delay to the project or should weather conditions or acts of God or other events of force majeure render performance of the CONSULTANT'S duties impossible or as agreed to by the parties pursuant to the terms of this Agreement. Such extensions of time shall not be cause for any claim of the CONSULTANT for extra compensation.

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. FEE AS A MULTIPLIER OF DIRECT SALARY COST AND FIXED HOURLY RATE

The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
BCC Engineering, LLC	173.18%	10.00%	3.0050	138.66%	10.00%	2.6253

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field and office work are outlined in the above table. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

4. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit F - MAXIMUM HOURLY RATES PER CLASSIFICATION, unless authorized by the COR in writing, and shall apply to all employees except Principals.

5. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

6. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

7. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no

higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, which approval shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals:

Firm	Principals	Hourly Rate
BCC Engineering, LLC	Jose Munoz	$125.00

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previsouly authorized by the COR.

B. **LUMP SUM FEE**

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon between the COUNTY and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. REIMBURSABLE (DIRECT) EXPENSES

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilties, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

COUNTY compensation for Subconsultant work shall be in accordance with this Section and Section XII- SUBCONTRACTING.

D. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall

remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING AND GEOTECHNICAL SERVICES

The CONSULTANT shall be compensated based on the fixed rates based on the most recent rates negotiated at the work order level, for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The surveying rates shall not exceed the rates negotiated and established in the most recent Agreement with DTPW, currently Contract No. 20190152.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated and established in the most recent Agreement with DTPW, currently Contract No. 2019020.

F. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed $3,300,000.00 (inclusive of base and contingency allowance amounts).

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the Maximum Compensation amount for any work order, the CONSULTANT shall immediately notify the COUNTY in writing to that effect. Failure to comply with this requirement may forfeit payments for authorized overruns. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable work order. The CONSULTANT shall not be obligated to incur costs in excess of the maximum Contract ceiling except at the request of the COUNTY and proper execution of a Supplemental Agreement.

H. SUBCONSULTANT COMPENSATION

COUNTY compensation for Subconsultant work shall be in accordance with Section XII SUBCONTRACTING.

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide invoices monthly and with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the COUNTY. Each

invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made in accordance with one of the following methods, as identified in each Work Order.

A. TIME & MATERIALS FOR PROFESSIONAL FEES AND/OR REIMBURSABLE EXPENSES

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B). The COR shall decide on all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COR are unable to resolve their differences concerning any determination made by the COR or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the DTPW Director, functioning as the Contracting Officer or designee, to decide on all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses. No depositions will be taken.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary or capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronica medium, or delivered in person to the COR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

The CONSULTANT designates the following individual as the project manager to act as the point-of-contact with the COUNTY and is authorized by the CONSULTANT to receive official notices and submit invoices:

Project Manager:	Robert Forand
Address:	4901 NW 17th Way Suite 506, Fort Lauderdale, FL 33309
Telephone:	(954) 928-1828
Email:	bforand@bcceng.com

SECTION XI - AUDIT RIGHTS

The CONSULTANT hereby agrees that the COUNTY may perform audits of the CONSULTANT's books of accounts and records related to the work. Such audits may be performed at the COUNTY'S discretion.

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

In addition to the above requirements, the Secretary of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Florida, the COUNTY or their authorized designee, shall have the right to audit the CONSULTANT's books of accounts and records relating to performance of this Contract at any time within three (3) years following final payment under this Contract and the closing of all other pending matters.

For purposes of verifying the certified cost or pricing data submitted or identified by the CONSULTANT in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the CONSULTANT shall, for a period of three (3) years after Final Acceptance under this Agreement:

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this detemination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

The CONSULTANT agrees to insert these audit clauses in all of his subcontracts.

SECTION XII - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional CONSULTANTS to assist in performing specialized portions of the work. Payment of such Special Professional CONSULTANTS employed at the option of the CONSULTANT and subject to written approval by the COUNTY shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional Consultant(s) to assist the CONSULTANT in the performance of specialized portions of the

services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional Consultant(s) at the direction of the COUNTY by Work Order shall constitute additional services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY. The CONSULTANT shall be entitled to rely on the accuracy of services and information furnished by the COUNTY and such Designated Professional Consultant.

Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

1. The compensation for services rendered by the Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers:

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Airquest Environmental, Inc.	147.27%	10.00%	2.7200		10.00%	
A & P Consultant Transportation Engineers Corp.	200.92%	10.00%	3.3101	148.63%	10.00%	2.7349
Chrome Engineering, Inc.	204.29%	10.00%	3.3472		10.00%	
Critical Path Scheduling Services L.L.C. 2		10.00%			10.00%	
GCES Engineering Services, LLC	167.97%	10.00%	2.9477		10.00%	
Greenman-Pedersen, Inc.	153.55%	10.00%	2.7891	128.37%	10.00%	2.5121
Ground Penetrating Radar Systems, LLC2		10.00%			10.00%	
GS Engineering Services, Inc dba G & S Infrastructure, Inc.	167.97%	10.00%	2.9477		10.00%	
HDR Engineering, Inc.	150.50%	10.00%	2.7555	121.94%	10.00%	2.4413

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
HR Engineering Services, Inc.	186.84%	10.00%	3.1552		10.00%	
I.F. Rooks & Associates, LLC	241.31%	10.00%	3.7544	118.42%	10.00%	2.4026
Janus Research, Inc.	108.53%	10.00%	2.2938		10.00%	
Manuel G. Vera & Associates, Inc.	132.67%	10.00%	2.5594	113.08%	10.00%	2.3439
Media Relations Group, LLC	159.21%	10.00%	2.8513		10.00%	
Smart-Sciences, Inc.	167.50%	10.00%	2.9425	92.12%	10.00%	2.1133

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR
[2]Considered for minor role only

2 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation

must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" unless authorized by the COR in writing, and shall apply to all subconsultant employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.

5. Labor rates shall be in accordance with Exhibit "F" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Subconsultants are permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

6. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that

preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

7. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

8. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

9. PRINCIPALS

Subconsultants shall be compensated at the following rate for the time of principals engaged directly in the work. Subconsultants are permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, approval of which shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals.

Firm	Principals	Hourly Rate
AirQuest Environmental, Inc.	Traci-Ann Boyle	$125.00
A & P Consultant Transportation Engineers Corp.	Antonio Acosta	$125.00
Chrome Engineering, Inc.	Oscar Cruz	$125.00
Critical Path Scheduling Services L.L.C.	Charles Green	$125.00
GCES Engineering Services, LLC	Alejandro R. Montenegro, P.E	$125.00
Greenman-Pedersen, Inc.	Robert Rupert	$125.00
Ground Penetrating Radar Systems, LLC	Matt Aston	$125.00
GS Engineering Services, Inc dba G & S Infrastructure, Inc.	Brian Granger	$125.00
HDR Engineering, Inc.	Daniel Suarez	$125.00
HR Engineering Services, Inc.	Hernando Ramos	$125.00
I.F. Rooks & Associates, LLC	Issac Rooks	$125.00
Janus Research, Inc.	Kenneth Hardin	$125.00
Manuel G. Vera & Associates, Inc.	Manuel Vera	$125.00
Media Relations Group, LLC	Alicia Gonzalez	$125.00
Smart-Sciences, Inc.	Gisele Colbert	$125.00

Note: CONSULTANT shall not bill for the Principal more than 40 hours per year. Additional hours must be previsouly authorized by the COR.

The Maximum compensable hours for the Principal shall not exceed 40 hours annually from the effective date of the contract. Additional hours must be previously authorized by the COR in writing.

B. **NON-EXCLUSIVITY**

Notwithstanding any provision of this non-exclusive agreement, the COUNTY is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other CONSULTANT to perform any professional services as defined herein and the CONSULTANT waives any claim it might have against the COUNTY as a result of the COUNTY electing to retain or utilize such other Architect, Engineer, Design Professional or other CONSULTANT to perform any such professional services, except that if the COUNTY retains or utilizes such other Architect, Engineer, Design Professional or other CONSULTANT to perform such services subsequent to the starting date and before the completion date of the agreement of the CONSULTANT, and if the new CONSULTANT is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee. has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calendar Days from the date specified in the Notice to Proceed letter issued by DTPW, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement. The County shall comply with the original terms and conditions and any amendments thereof.

Actual completion of the services hereunder may extend beyond such term provided that action is taken in accordance with any of the methods described under Subsections A through C below:

(A) Method One – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes using contingency time allocated in the Contract award memo.

(B) Method Two – A time extension is provided for additional unforeseen work perfomed outside the scope of the original Agreement that affects the work schedule or previously approved changes and is approved via a formal Supplemental Agreement.

(C) Method Three – A work order (or multiple work orders) has been issued prior to the Agreement's original expiration date that clearly states the tasks, method of payment, dollar amount, and work order expiration date.

Once a revised Agreement or a new work order expiration date has been approved in accordance with one of the methods described above, the Agreement completion date shall be based on either the revised expiration date or the date that all funding has been expended, whichever occurs first.

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services as of the date

written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subconsultants.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. .

The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility

to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $3,000,000 per claim.

- **Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than **"A-"** as to management, and no less than **"Class VII"** as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this agreement.

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The CONSULTANT and Subconsultants agree to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all applicable federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws andordinances which may have a bearing on the work contemplated hereunder, including, but are not necessarily limited to the following:

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

B. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance COUNTY Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against the COUNTY; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.

C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-l3, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

E-VERIFY - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the

Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

D. 1.49 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

E. The CONSULTANT further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.

Refer to Exhibit "B" for Federal Requirements and Provisions.

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars ($150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above referenced amount:

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other

factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, familial status, pregnancy, sexual orientation, marital status, disability, gender identity or gender express, place of birth or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, pregnancy, age, sexual orientation, marital status, physical handicap or national origin, gender identity or gender express, or status as viction of domestic violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor;

Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The CONSULTANT further agress that he/she will comply with the requirements of the Americans with Disabilities Act.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) Goal will not be assigned to the project at this time. The DBE Office will reassess this item again as federal funds are applied to the item as a result of the NEPA process. Therefore, in accordance with 49 CFR Part 26, DTPW encourages bidders/proposers to make full use of certified DBE's listed in Florida's Unified Certification Program (UCP - Link below), who by reason of their certification(s) are ready, willing, and able to provide the services delineated in the scope of work. Work Orders which solely utilize local funds will be forwarded to the Division of Small Business Development for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

Florida's UCP:

(https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.asp

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

The CONSULTANT's Affirmative Action Plan, as approved by DTPW's Office of Civil Rights, and any approved update thereof, is hereby incorporated as contractual obligations of the CONSULTANT to the COUNTY hereunder. The COR shall undertake and perform the affirmative actions specified herein. The COR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - BUSINESS APPLICATIONS AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Application on the COUNTY's Vendor Registration Site for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at https://www.miamidade.gov/Vendor/NewVendor/Enrollment.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or

indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXIV – PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made within forty-five (45) days from the date of an invoice in a timely manner and interest payments made on late payments. The CONSULTANT's attention is directed to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, providing for expedited payments to small businesses by county agencies and the Public Health Trust creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the CONSULTANT to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subconsultants. Failure of the CONSULTANT to issue prompt payment to small business, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY. The CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution process.

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time extension for reasons exhibited in Section XV – Duration of Agreement, that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension. review and concurrence by the department project manager, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time

extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of $300,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVII - SCRUTINIZED COMPANY

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XXVIII – ERRORS AND OMISSIONS

The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:A. Errors

It is specifically agreed that any construction changes arising from an error in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors caused by CONSULTANT in total exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes arising from an omission in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission of CONSULTANT. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery

of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XVII of this Agreement, or preclude or limint in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the Consultant related to this section shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

SECTION XXIX - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

B. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any

action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

C. Responsibility for Others. CONSULTANT shall be responsible to COUNTY for CONSULTANT Services and the services of CONSULTANT Subconsultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. CONSULTANT's opinions of construction and materials costs estimates provided herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any CONSULTANT's methods of determining prices or over competitive bidding, or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by CONSULTANT.

E. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than COUNTY and CONSULTANT.

F. Right of Entry. COUNTY grants to CONSULTANT, and, if the project site is not owned by COUNTY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order ("Modification"). In the event the Parties agree to a Modification to add additional services, or to make other modifications to the services, CONSULTANT's compensation, the schedule and

any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

H. In no event shall either party, affiliates and subsidiaries or their respective director, officers or employees be liable to the other for any indirect, incidental, special consequential or punitive damages whatsoever (including, without limitations, lost profits, loss of revenue, loss of use or interruption of Business) arising out of or related to this agreement, even if advised of the possibility of such damages.

I. Pursuant to Florida Statute Section 558.0035, under no circumstances shall any present or future, direct or indirect, officers, directors, participants, advisors, managers, employees, agents or affiliates of designer, or any of their heirs, successors or assigns, be individually held liable for negligence.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

This writing and its' Exhibits embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

PURSUANT TO FLORIDA STATUTE CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

IN WITNESS THEREOF the parties hereto have executed these presents this 30TH day of AUGUST, 2021.

ATTEST:

HARVEY RUVIN

By: _____

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
COUNTY MAYOR Jimmy Morales, Chief Operations Officer

Approved by County Attorney

As to Form and Legal Sufficiency:

Annery Pulgar Alfonso
Annery Alfonso

ATTEST:

By: John F. Kramer

BCC Engineering, LLC
(Corporate Seal)

By: ARIEL MILLAN
EXECUTIVE VICE PRESIDENT

EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$110.00
Deputy Contract Manager	$80.00
All other Classifications/Employees	$85.00

EXHIBIT H

Consultant Executed Work Order

MIAMI-DADE COUNTY

WORK ORDER for PROFESSIONAL SERVICES

Work Order No. WO-CIP240B-001.R0

Supplier Name: BCC Engineering, LLC **Supplier ID:** 0000011161 **Date:** 8/17/2023

Work Order Title: Ludlam Trail Pedestrian Bridge over Coral Way Design

Contract # : CIP240-DTPW20-DE(2)
Contract Expires: 4/11/2027
Active Project #: MPS584

SMART Plan Work Order: No

Scope of Services

Support the Department of Transportation and Public Works (DTPW) to provide design, permitting and technical reviews of all work associated with the development and preparation of Contract Documents, including construction documents and post design services. For more information, refer to the attached Scope of Services (SOS #2) and Fee Proposal Breakdown Form (Fee #2) received on August 11, 2023.

Project Location: Coral Way at approximate SW 69th Ave.

DTPW Project Manager: Lin Li, P.E.,ENV SP, Project Manager, Construction Manager 3, DTPW

Fee Breakdown by Tasks

Professional Services (Tasks)	Funding	Method of Payment	Original WO	Rev #	Rev #	Rev #	Total
1. Professional Services	General Funds	Lump Sum	$232,973.86				$232,973.86
2. Direct Expenses							$0.00
		WO Totals:	$232,973.86	$0.00	$0.00	$0.00	**$232,973.86**

Method of Payment Summary

Professional Services at Time and Materials, Not To Exceed:	$0.00
Professional Services at Lump Sum:	$232,973.86
Direct Expenses(Reimbursables) at Time and Materials, Not To Exceed:	$0.00
WO Grand Total:	**$232,973.86**

Completion Date: 4/21/2026

Maximum Compensation: $232,973.86

Category (NIGP): 925-36

Retainage: 0%

Asset Profile ID: n/a

Funds Included	YES	NO
Operating	☐	☑
People Transportation Plan Bond Program (PTP)	☐	☑
Charter County Transit System Surtax	☐	☑
Road Impact Fee (RIF)	☐	☑
Secondary Gas Tax	☐	☑
General Fund	☑	☐
Federal Transit Administration (FTA)	☐	☑
Florida Department of Transportation (FDOT)	☐	☑

FM No: Grant Contract No:

MIAMI-DADE COUNTY

WORK ORDER for PROFESSIONAL SERVICES

Work Order No. WO-CIP240B-001.R0

INFORMS PO BREAKDOWN

LN #	Task #	Fund Code	Department Value	Account	Grant Code	Project	Activity	Labor	Direct Expenses	Total
1-LS	1	G1001	PROS	5990200000	NO-Grant	CPR000003004672	12001	$232,973.86	$0.00	$232,973.86

* Time & Material (T&M) or Lump Sum (LS)

Informs PO:	**$232,973.86**

Previous WO/RPQ/Reso/Contract No.:	n/a
Previous WO/RPQ/Reso/Contract Total:	$0.00
ADPICS PO(s) Liquidated:	$ -
Informs PO:	$232,973.86
New WO Total Confirmation:	$232,973.86

New Revision #	New Rev. Amount	New WO Total
	$-	$-

08/28/2023
Lin Li, P.E.,ENV SP, Project Manager, Construction Manager 3, DTPW — Date

08/29/2023
Ryan Fisher, Manager, Highway Bridge Engineering Division, DTPW — Date

08/29/2023
Josenrique Cueto, P.E., Deputy Director, Chief Project Delivery Officer, DTPW — Date

09/05/2023
Patricia Prochnicki, Chief, Budget and Performance Reporting, DTPW — Date

I agree to perform the work described in the scope of work in accordance with all applicable codes, regulations and laws and in accordance with the contract. Furthermore, upon close-out of the work order, any remaining balance of funds will be return to its corresponding contract and may be used on other work orders as needed.

Work Order Accepted by Consultant:

Ariel Millan, P.E., Principal, BCC Engineering, LLC — 8/29/23 Date

Small Business Development Division

Project Worksheet

Project/Contract Title:	**Ludlam Trail - Pedestrian Bridge over Coral Way**	**Received Date:**	**8/14/2023**
Project/Contract No:	**WO-CIP240B-001.R0 (E20-DTPW-02)**	**Funding Source:**	**Local Funds**
Department:	**Transportation & Public Works**		
Estimated Cost of Project/Bid:	**$232,973.65**		
Description of Project/Bid:	**Work Order No.: WO-CIP240B-001.R0 (E20-DTPW-02).**		

Contract Measures

Measure	Program	Goal Percent
No Measure	SBE - A&E	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE- ARCHITECTURAL AND ENGINEERING (SBE-A&E).
SBD reviewed this project pursuant to Implementing Order 3-32 for an SBE-A&E measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. These indicate that a No Measure is appropriate for this contract.
** This contract is a work order originated from one of the E20-DTPW-02 Professional Service Agreement (PSA), and has been assigned by DTPW to BCC Engineering, LLC., a non-certified, SBE-A&E firm **

NAICS 541330 Engineering services, MDC-TCC 03-02 MAJOR HIGHWAY DESIGN, MDC-TCC 03-03 BRIDGE DESIGN, MDC-TCC 03-10 LIGHTING, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES

Living Wages:	**YES**		**NO**	X	**Highway:**	**YES**		**NO**	X	**Heavy Construction:**	**YES**		**NO**	X
Responsible Wages:	**YES**		**NO**	X	**Building:**	**YES**		**NO**	X					

Laurie Johnson (for) Gary Hartfield 8/17/2023
SBD Director Date

Signature:

Email: armando.gonzalez@miamidade.gov

Miami-Dade County
Department of Transportation and Public Works
Contracts Services Division 49

MIAMI-DADE COUNTY

CONTRACT MEASURE ANALYSIS FORM

DTPW Contract No:	E20-DTPW-02	**Date:**	7/26/2023
Prime Consultant:	BCC Engineering, LLC	**WARF No:**	WARF-CIP240B-001.R0
Project Title:	Ludlam Trail - Pedestrian Bridge over Coral Way	**Work Order No:**	WO-CIP240B-001.R0 N 8
Check Funding Type:	☑ Federal Funds ☐ State Funds ☒ Local Funds	NOTE: Do not populate shaded cells.	

Task #	High Level Task Description (aligns with the Technical Certification Categories)	Tech. Cert. Category[1]	NAICS Codes[2]	Firm's Name	Fed/State Funds DBE[3] (y)	Fed/State Funds SB[4] (y)	Local Funds SBE-A/E (y)	Estimated Fee	% of Total Fee
1.00	Project Management	3.02 and 3.03	541330	BCC Engineering, LLC				$ 18,144.76	7.79%
2.00	Roadway Analysis and Design	3.02	541330	BCC Engineering, LLC				$ 14,370.48	6.17%
3.00	Drainage Analysis	10.01	541330	BCC Engineering, LLC				$ 8,302.48	3.56%
4.00	Structural Design	3.03	541330	BCC Engineering, LLC				$ 131,478.01	56.43%
5.00	Lighting Analysis	3.10	541330	BCC Engineering, LLC				$ 31,600.16	13.56%
6.00	Post Design	3.03	541330	BCC Engineering, LLC				$ 29,077.76	12.48%
							Estimated Total Fee:	**$ 232,973.65**	**100.00%**

[1] Miami-Dade County's Technical Certification Categories.
[2] North American Industry Classification System Codes.
[3] On Federal and/or State Funds, DTPW expects the Consultant to commit to a 20% DBE Goal.
[4] Small Business (non-DBE Certified). (Need Definition from Surrancy.)

Prime's PM Name:	Joan de la Rosa, P.E.
Prime's PM Signature:	Joan De La Rosa 2023.08.11 09:00:25 -04'00'
DTPW PM's Name:	Lin Li, P.E.
DTPW PM's Signature:	8/4/2023

For Federal/State Funds, Proposed % Participation:	DBE Goal	Estimated Fee
		$ ~~220,000.00~~
	SB Goal	**Estimated Fee**
For Local Funds, Proposed % Participation:	**SBE-A/E Goal**	**Estimated Fee**

MDC155

WARF-CIP240B-001.R0/ WO-CIP240B-001.R0
SOS #2 received on 8/11/2023 N B

Last Revision:

06/22/2023

t. 305.670.2350 | www.bcceng.com

SCOPE OF SERVICES

FOR

Ludlam Trail – Pedestrian Bridge over Coral Way

Scope for Design Services

For

MIAMI-DADE

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

From

BCC Engineering, LLC.

1 PURPOSE 3

2 PROJECT DESCRIPTION 5

3 MILESTONES AND DELIVERABLES 6

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the Miami-Dade Department of Transportation and Public Works (hereinafter referred to as DTPW) and ***BCC Engineering, LLC*** (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows (the "Project"):

Project Number: ***XXXXXXXXXXXXXXXX***

Description: Ludlam Trail – Pedestrian Bridge over Coral Way

Bridge No(s).: ***N/A***

1 PURPOSE

Note: as negotiated, Tasks to be completed by CONSULTANT include:

- 3, 4 & 5 (Roadway Analysis and Design)
- 9 (Structures)
- 17 (Retaining Walls)
- 18 (Miscellaneous Structure),

Relevant DTPW Technical Categories include:

- DTPW Category 3.02 (Major Highway Design)
- DTPW Category 3.03 (Bridge Design)
- DTPW Category 10.01 (Stormwater Drainage Design)

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DPTW in connection with the design and preparation of a complete set of construction contract documents (the "Contract Documents") and incidental engineering services, as necessary, for the Project described herein.

The Basic Service is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with DTPW and FDOT policy, and any other authorities having jurisdiction (AHJ) procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract Documents shall be used by the DTPW or its Construction Engineering Inspection (CEI)

representatives for inspection and final acceptance of the Project. The CONSULTANT shall follow a system engineering process to ensure that all required project components are included in the development of the Contract Documents and the project can be permitted and built as designed and to specifications. The DEVELOPER shall have the right to manage, supervise, and direct the preparation of the Contract Documents, including the construction documents, at all times and, upon completion of the Contract Documents, shall have the right to use such documents in the construction of the Project.

The CONSULTANT shall demonstrate good project management practices while working on this Project. These include regular and timely communication with the DPTW, the DEVELOPER and others as necessary, management of time and resources, and documentation. The CONSULTANT shall include the DEVELOPER in all meetings and conversations, whether written or verbal, between the CONSULTANT and the DTPW. The CONSULTANT shall set up and maintain throughout the design of the Project a contract file in accordance with DPTW procedures. The CONSULTANT and his sub-consultants are required to know the laws and rules governing their professions and are required to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to DPTW standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

DPTW will provide technical reviews of all work associated with the development and preparation of Contract Documents, including construction documents. The Department's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The DTPW and the CONSULTANT shall keep the DEVELOPER informed of all technical reviews for all work associated with the development and preparation of the contract documents.

2 PROJECT DESCRIPTION

The general scope of professional services for this project consists of preparing complete construction documents for the permitting, design and construction Ludlam Trail Ramp with Elevated Trail and Bridge over Coral Way includes:

1. Foundation and Substructure Design for the support of the prefabricated steel bridge. Prefabricated steel bridge and elevated walkway/approach ramps are designed by others.

2. Design of the components and cladding which are attached to the prefabricated steel bridge.

    1. Foundation and Substructure Design:

        - Foundation and Substructure Design shall require a 60%, 90% and one Final signed and sealed submittal, in addition to:

            - Design Calculations and Drawings for Hammerhead Piers and Augercast/Spread Footing Foundations

                - Coordinate with design of the elevated walkway/approach spans and prefabricated steel bridge (Designed by others).

            - Multiple Meeting with Department and other stakeholders.

            - Maintenance of Traffic design.

            - Temporary Sheet Pile Design

            - Cladding Support Design

            - Procurement support.

                - Limited Structural Permitting (Building Department Comments if applicable)

            - Post-Design services

                - Review Shop Drawings for the following:

                    - Concrete Overhangs

                    - Concrete Joints

                    - Bridge Cladding

- Temporary Sheet Pile
- Bridge Shop Drawings (Designed by others)

- Provide response to an assumed number (20) Request for Information (RFI's)

2. Drainage Analysis to determine the storm water volume on the bridge and provide Developer with storm drain values to tie-into the existing drainage system.
3. Lighting Design
    - Perform Lighting Design and Plans for the Bridge and Cladding System
    - Coordination with Lighting Manufacturer for type of lights
    - Post Design

The work shall include the following tasks:

1. Tasks 3,4, 5: Roadway Analysis and Design
    - DTPW Category 3.02 (Major Highway Design)
    - Including Maintenance of Traffic analysis and plans preparation.
2. Task 6a: Drainage Analysis
3. Task 9: Structures – Summary and Miscellaneous Tasks and Drawings
4. Task 13: Structures – Summary and Miscellaneous Tasks and Drawings
    - DTPW Category 3.03 (Bridge Design)
5. Task 17: Structures – Retaining Walls
6. Tasks 18: Structures Miscellaneous
7. Tasks 23 and 24: Lighting Analysis and Plans

3 MILESTONES AND DELIVERABLES

- Design process shall follow a 60%, 90%, Final Submittal/Pre-letting.
    - Consultant shall submit each design submittal from 60% to 90% to the DTPW

Electronic Review Comment and PWPermit systems.

- Consultant shall digitally transmit all drawings, CADD files, and calculations with each submittal.
- Consultant shall keep and distribute meeting minutes following project-related meetings.

- 60% Submittal:
  - Consultant shall submit design submittal to the DTPW Electronic Review Comment and PWPermit systems for comment resolution.
  - Following the commenting period, consultant shall provide responses to reviewer comments, then attend a phase review meeting.
- 90% Submittal:
  - Consultant shall submit design submittal to the DTPW Electronic Review Comment and PWPermit systems for comment resolution.
  - At this point all pending comments should be complete with only minor plan updates in preparation for Pre-letting process pending.
- Pre-Letting:
  - Consultant shall coordinate with Miami-Dade DTPW Capital Improvements Division to finalize any pending comments in preparation to let the project for Construction Advertisement.
- Post-Letting
  - Consultant shall provide post-design services to include: answering RFIs, field visit, project meeting attendance, shop drawing review, final acceptance, as-built reviews, and project close out, etc. as needed during project construction phase and close out.

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Miami-Dade County
Department of Transportation and Public Works
Contracts Services Division 49

WARF-CIP240B-001.R0/ WO-CIP240B-001.R0
Fee #2 received on 8/11/2023 NB

MIAMI-DADE COUNTY

MDC164

WORK ORDER DRIVEN CONTRACTS - FEE PROPOSAL BREAKDOWN FORM (BASIC)

DTPW WORK ORDER NO.	~~E20-DTPW-02~~	CONSULTANT'S PROPOSAL NO.:	N/A	DATE:	8/1/2023

A. LABOR COSTS: ☐ Time and Materials

EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	TOTAL HOURS	TOTAL COST
Forand, Bob	Project Manager	BCC Engineering, LLC	$ 83.39	3.0050	$ 250.59	215	$ 53,876.19
Llanos, Gustavo	Senior Engineer 1	BCC Engineering, LLC	$ 85.00	3.0050	$ 255.43	181	$ 46,231.93
Kosar, Matthew	Engineer 2	BCC Engineering, LLC	$ 76.76	3.0050	$ 230.66	202	$ 46,594.09
Dillon, Carlos	Engineer 1	BCC Engineering, LLC	$ 49.98	3.0050	$ 150.19	235	$ 35,294.63
Marc, Tim	Engineering Intern	BCC Engineering, LLC	$ 40.87	3.0050	$ 122.81	230	$ 28,247.30
Perez, Sam	Senior Designer	BCC Engineering, LLC	$ 43.35	3.0050	$ 130.27	131	$ 17,064.94
Arzeno, Pedro	CADD Tech	BCC Engineering, LLC	$ 37.18	3.0050	$ 111.73	50.7025	$ 5,664.78
					$ -		$ -
					$ -		$ -
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					$ -		$ -
				SUB-TOTAL (A):			$ 232,973.86

Say $232,973.86

B. LABOR COSTS: ☑ Lump Sum

EMPLOYEE	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	TOTAL HOURS	TOTAL COST
					$ -		$ -
					$ -		$ -
					$ -		$ -

WORK ORDER DRIVEN CONTRACTS - FEE PROPOSAL BREAKDOWN FORM (BASIC)							
DTPW WORK ORDER NO.	E20-DTPW-02	CONSULTANT'S PROPOSAL NO.:		N/A		DATE:	8/1/2023
					$ -		$ -
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					$ -		$ -
					SUB-TOTAL (B):		$ -
C. REIMBURSABLE (DIRECT) EXPENSES		Time and Materials					
COMPANY	ITEM DESCRIPTION			UNIT	COST/UNIT	QUANTITY	TOTAL COST
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

MDC165

WORK ORDER DRIVEN CONTRACTS - FEE PROPOSAL BREAKDOWN FORM (BASIC)						
DTPW WORK ORDER NO.	E20-DTPW-02	CONSULTANT'S PROPOSAL NO.:	N/A		DATE:	8/1/2023
						$ -
						$ -
						$ -
					SUB-TOTAL (C):	$ -
D. SURVEYING SERVICES	☐ Time and Materials	☐ Lump Sum	COMPANY:		PW CONTRACT NO:	
SECTION	ITEM DESCRIPTION		UNIT	COST/UNIT	QUANTITY	TOTAL COST
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					SUB-TOTAL (D):	$ -
E. SOIL/MATERIAL TESTING SVCS	☐ Time and Materials	☐ Lump Sum	COMPANY:		PW CONTRACT NO:	
SECTION	ITEM DESCRIPTION		UNIT	COST/UNIT	QUANTITY	TOTAL COST
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						$ -
						$ -
						$ -
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					SUB-TOTAL (E):	$ -

MDC166

WORK ORDER DRIVEN CONTRACTS - FEE PROPOSAL BREAKDOWN FORM (BASIC)						
DTPW WORK ORDER NO.	E20-DTPW-02	CONSULTANT'S PROPOSAL NO.:	N/A		DATE:	8/1/2023
						$ -
						$ -
						$ -
					SUB-TOTAL (C):	$ -
D. SURVEYING SERVICES	☐ Time and Materials	☐ Lump Sum	COMPANY:		PW CONTRACT NO:	
SECTION	ITEM DESCRIPTION		UNIT	COST/UNIT	QUANTITY	TOTAL COST
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						$ -
					SUB-TOTAL (D):	$ -
E. SOIL/MATERIAL TESTING SVCS	☐ Time and Materials	☐ Lump Sum	COMPANY:		PW CONTRACT NO:	
SECTION	ITEM DESCRIPTION		UNIT	COST/UNIT	QUANTITY	TOTAL COST
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					SUB-TOTAL (E):	$ -

MDC167

Miami-Dade County
Department of Transportation and Public Works
Contracts Services Division 49

WORK ORDER DRIVEN CONTRACTS - FEE PROPOSAL BREAKDOWN FORM (BASIC)								
DTPW WORK ORDER NO.	E20-DTPW-02	CONSULTANT'S PROPOSAL NO.:		N/A		DATE:	8/1/2023	
F. OPTIONAL SERVICES: LABOR		☐ Time and Materials		☐ Lump Sum				
EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	TOTAL HOURS	TOTAL COST	
					$ -		$ -	
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					$ -		$ -	
					SUB-TOTAL (F):		$ -	
G. OPTIONAL SERVICES: REIMBURSABLE (DIRECT) EXPENSES		Time and Materials						
COMPANY	ITEM DESCRIPTION			UNIT	COST/UNIT	QUANTITY	TOTAL COST	
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
					SUB-TOTAL (G):		$ -	
TOTAL PROPOSED FEE								
					GRAND TOTAL (A+B+C+D+E+F+G):		$ 232,973.86	Say $232,973.86

EXHIBIT I

Notice to Proceed to Consultant

TRANSPORTATION AND PUBLIC WORKS
Engineering, Planning & Development
Overtown Transit Village
701 N.W. 1st Court • 15th Floor
Miami, Florida 33136

MIAMI-DADE COUNTY
miamidade.gov

September 6, 2023

Mr. Ariel Millan, P.E.
Executive Vice President
BCC Engineering, LLC.
6401 SW 87TH Ave, Suite 200
Miami, Florida 33173

E-mail:
amillan@bcceng.com

Project No.: CIP240
Project Name: Professional Services for Bridge Structural Engineering Projects
FCSC: 8.35
Contract No.: CIP240-DTPW20-DE (2)
Work Order: WO-CIP240B-001.R0
Description: Ludlam Trail Pedestrian Bridge over Coral Way Design

Dear Mr. Millan:

This letter serves as your written Notice to Proceed (NTP) for the referenced Work Order commencing on September 6, 2023. All work must be completed on schedule in accordance with the contract documents and referenced work order. The scheduled completion date is April 21, 2026.

Please note that all work must be performed in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Should you have any questions regarding this notification, please contact me at (786) 469-5128.

Sincerely,

Meisel Vera

Meisel Vera, MPA
Special Project Administrator
Program Management Division
Department of Transportation and Public Works (DTPW)

Attachment:
WO-CIP240B-001.R0

cc: Josenrique Cueto, P.E., LEED Green Associate, ENV SP, Deputy Director, Chief Project Delivery Officer, County Engineer, DTPW
Nathaniel Surrancy, Manager, Office of Civil Rights and Labor Relations, DTPW
Tina Golden, Office of Civil Rights and Labor Relations, DTPW
Alice Hidalgo-Gato, Section Chief, Small Business Development Division, ISD
Miguel Soria, P.E., Assistant Director, Highway, DTPW
Ryan Fisher, P.E., Manager, Highway Bridge Engineering Division, DTPW
Lin Li, P.E., Project Manager, Highway Bridge Engineering Division, DTPW