

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

DMJM+HARRIS, INC.

FOR SERVICES PURSUANT THE FOLLOWING PROJECT(S):

**GENERAL TRANSPORTATION PLANNING AND TRAFFIC
ENGINEERING CONSULTING SERVICES, ON AN AS
NEEDED BASIS, FOR THE CITY OF MIAMI BEACH**

PROCUREMENT

MARCH 2006

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
DMJM+HARRIS, INC. FOR
GENERAL TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTING SERVICES, ON AN AS NEEDED BASIS,
FOR THE CITY OF MIAMI BEACH**

THIS AGREEMENT made and entered into this 8th day of March, 2006, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), a municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **DMJM+HARRIS, INC.** (hereinafter referred to as Consultant), a New York Corporation, having its principal Florida office at 800 Douglas Road, Suite 770, Coral Gables, Florida 33134.

**SECTION 1
DEFINITIONS**

- Agreement: This Agreement between the City and Consultant.
- City's Project Coordinator: The "City's Project Coordinator" shall mean the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all matters related to the Project, except as otherwise provided herein.
- City Manager: The Chief Administrative Officer of the City.
- Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent Consultant, and not an agent or employee of the City.
- Services: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.
- Fee: Amount paid to the Consultant to cover the costs of the Services.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

Schedule(s): The schedules attached to this Agreement are to be used to provide a summary of scope of work and determine the method of compensation. The schedules are as follows:

Schedule A - Consultant Service Order (Scope of Services)

Schedule B - Consultant Compensation: The schedule of compensation to the Consultant for the Services to be provided, and for Reimbursable Expenses, as defined, plus any Additional Services, as submitted by the Consultant, and approved by the City.

Schedule C - Fixed fee or hourly billing rate schedule: This Schedule provides determination of payment either by fixed fee or by certified hourly rates as submitted and approved by the Consultant and the City.

Schedule D - Project Schedule.

SECTION 2 **SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Schedule "A," entitled "Scope of Services" (Services).

SECTION 3 **COMPENSATION**

3.1 COMPENSATION

Consultant shall be compensated for the Services performed under this Agreement based either on a fixed fee or hourly rate basis, as shall be attached in a Schedule to this Agreement.

3.2 REIMBURSABLE EXPENSES

3.2.1 Reimbursable Expenses are in addition to the compensation for the Services outlined in Schedule A and include actual expenditures made by the Consultant in the interest of the Project (as defined in Schedule A). All Reimbursable Expenses pursuant to this Section, in excess of \$500, must be authorized in

advance in writing by the City's Project Coordinator. Invoices or vouchers for Reimbursable Expenses shall be submitted by the Consultant to the City's Project Coordinator, along with supporting receipts, and other back-up material reasonably requested by the City, and Consultant shall certify as to each such invoice that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement".

3.2.2 Expenses subject to reimbursement in accordance with the above procedures may include, without limitation, the following:

- a. The cost of testing or investigation of underground utilities, if authorized by the City's Project Coordinator.
- b. Expense of reproduction, postage and handling of drawings, report duplications and other documents, excluding reproductions for the office use of the Consultant and its sub-consultants. Courier and postage between the Consultant and its sub-consultants are not reimbursable.
- c. Expenses for reproduction and the preparation of graphics for community workshops.

3.3 ADDITIONAL SERVICES

Additional Services, as and if required pursuant to this Agreement will only be performed by the Consultant following receipt of a written authorization by the City's Project Coordinator, prior to commencement of same. Such authorization shall contain a description of the Additional Services required; a fixed fee or an hourly fee, as provided in Schedule "B", with a "Not to Exceed" amount on additional Reimbursable Expenses (if any); and an amended completion date for the Project (if any). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable, which the Consultant shall not exceed without specific written authorization from the City's Project Coordinator. The "Not to Exceed" amount is not a guaranteed maximum cost for the services requested by the City and all costs applied to such shall be verifiable through time sheet and Reimbursable Expense reviews.

3.3.1 The term "Additional Services" includes services involving the Consultant or any subconsultants, whether previously retained for the Services or not, or whether participating as members with Consultant or not, subject to the City's right to previously approve any change in Consultants as set forth in this Agreement.

3.3.2 Additional Services, without limitations, may consist of the following:

- 1) Serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 2) Preparing documents for Change Orders, or supplemental work/services, initiated at the City's request, and outside the services specified in the City's approved scope of work herein.

- 3) Providing such other professional services to the City relative to the Project which arises from subsequent circumstances and causes (excluding circumstances and causes resulting from error, inadvertence or omission of the Consultant) which do not currently exist or which are not contemplated by the parties at the time of execution of this Agreement.

3.4 INVOICING

Consultant shall submit monthly invoices, which include the purchase order number and a detailed description of the Services, or portion thereof provided.

3.5 METHOD OF PAYMENT

Payments shall be made monthly to the Consultant, pursuant to invoices or other submissions by the Consultant which detail or represent the Services, or portion thereof, satisfactorily rendered, within thirty (30) days of the date of invoice, in a manner satisfactory to, and as approved and received by the City's Project Coordinator.

Consultant shall mail all invoices to:

Fernando Vazquez, City Engineer
Department of Public Works
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami, Florida 33139

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SECTION 4
GENERAL PROVISIONS

4.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of the Services, the Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government.

4.2 PUBLIC ENTITY CRIMES

A State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

4.3 DURATION AND EXTENT OF AGREEMENT

The initial term of this Agreement shall be for two (2) years, commencing on March 8, 2006, and ending on March 7, 2008, with two (2) one-year renewal options, at the City's sole option and discretion, upon thirty (30) days Notice to Consultant prior to the end of the initial term, or a renewed term, as the case may be.

4.4 TIME OF COMPLETION

The Services to be rendered by the Consultant shall be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of the Agreement, and Consultant shall adhere to the completion schedule as referenced by Schedule "D" attached hereto.

A reasonable extension of time shall be granted in the event the work of the Consultant is delayed or prevented by the City or by any circumstances beyond the reasonable control of the Consultant, including weather conditions or acts of God which render performance of the Consultant's duties impracticable.

4.5 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in

connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.6 TERMINATION, SUSPENSION AND SANCTIONS

4.6.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

4.6.2 Termination for Convenience of City

NOTWITHSTANDING SECTION 4.6.1, THE CITY MAY ALSO, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE SEVEN (7) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND

OTHER MATERIALS, AS DESCRIBED IN OR CONTEMPLATED TO BE PREPARED UNDER, SECTION 2 AND IN SCHEDULE "A", SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED, AS DETERMINED BY THE CITY AT ITS DISCRETION, UP TO THE DATE OF TERMINATION. PROVIDED, HOWEVER, THAT AS A CONDITION PRECEDENT TO SUCH PAYMENT, CONSULTANT SHALL HAVE DELIVERED ANY AND ALL DOCUMENTS, MATERIALS, ETC, TO CITY. AS REQUIRED HEREIN.

4.6.3 Termination for Insolvency

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

4.6.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City, Miami-Dade County, and / or the State of Florida, as applicable, may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Agreement. In the event the City cancels or terminates the Agreement pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

4.7 CHANGES AND ADDITIONS

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Consultant. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City Commission of the City.

4.8 OWNERSHIP OF DOCUMENTS

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any reuse distribution, or dissemination of same by Consultant, other than to the City, shall first be approved in writing by the City.

4.9 INSURANCE REQUIREMENTS

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 City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement the following insurance:

1. Consultant General Liability in the amount of \$1,000,000.
2. Consultant Professional Liability in the amount of \$1,000,000.
3. Workers Compensation & Employers Liability as required pursuant to Florida statute.
4. The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager.
5. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall.
6. The Consultant is solely responsible for obtaining and submitting all insurance certificates for its sub-consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

4.9.1 Endorsements

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

4.9.2 Certificates

Unless directed by the City otherwise, the Consultant shall not commence any services pursuant to this Agreement until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

4.10 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any work under this Agreement in whole or in part, without the prior written consent of the City.

4.11 SUB-CONTRACTORS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of sub-contractors, and any other person or entity acting under the direction or control of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-contractors and any other person or entity acting under the direction or control of Consultant. All sub-contractors must be approved in writing by the City prior to their engagement by Consultant.

4.12 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, physical handicap, or sexual orientation. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.13 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

4.14 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

Any patentable result arising out of this Agreement, as well as all information, specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or sub-contractors, without the prior written consent of the City.

4.15 NOTICES

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: Gerardo M. Norona
DMJM+Harris, Inc.
800 Douglas Road,
Suite 770
Coral Gables, Florida 33134
305-444-8241

TO CITY: City of Miami Beach
Attn: Fernando Vazquez, City Engineer
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.16 LITIGATION JURISDICTION/VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

BY ENTERING INTO THIS AGREEMENT, THE CITY AND CONSULTANT EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

4.17 ENTIRETY OF AGREEMENT

This writing and the Services embody 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 superceded hereby. The Services and the Schedules attached hereto are hereby incorporated by reference into this Agreement.

4.18 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

4.19 RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and services; nor shall such approval be deemed to be an assumption of such responsibility by the City for a defect, error or omission in designs, working drawings, specifications or other documents prepared by the Consultant, its employees, subcontractors, agents and consultants. However, the Consultant shall be entitled to reasonably rely upon the accuracy and validity of written decisions and approvals furnished by the City and its employees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: Mania E. Manley
City Clerk
Robert Parcher

[Signature]
Mayor
David Dermer

FOR CONSULTANT:

DMJM+HARRIS, INC.

WITNESS:

By: [Signature]
JANICE BROWN
Print Name

[Signature]
Signature

By: [Signature]
Richard Hollister
Print Name

[Signature]
Print Name / Title

Attachments:

- Schedule A - Consultant Service Order (Scope of Service)
- Schedule B - Consultant Compensation
- Schedule C - Fixed fee or hourly billing rate schedule
- Schedule D - Project Schedule.

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 6/30/06
City Attorney Date

SCHEDULE A

**SCOPE OF SERVICES FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI
BEACH AND DMJM+HARRIS, INC.**

CONSULTANT SERVICE ORDER

Service Order No. _____ for Consulting Services

TO: DMJM+Harris, Inc.
800 Douglas Road,
Suite 770
Coral Gables, Florida 33134

DATE:[DATE ORDER EFFECTIVE]

Pursuant to the Agreement between the City of Miami Beach and the above named firm for GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, ON AN AS NEEDED BASIS, FOR THE CITY OF MIAMI BEACH, dated: March 8, 2006, Consultant is hereby directed to provide the following:

SCOPE OF SERVICES:

Project Name and No.: _____
Estimated Calendar days to complete this work: _____ days
Start Date: _____
Estimated Construction Cost: \$ N/A
Fee for this Service Order: \$ _____
The above fee is a lump sum, _____ or Upset limit _____ (check one)
This Work is: Transportation Planning ___ Traffic Engineering ___ Additional Service ___
Reimbursable Expense Allowance (If Applicable):
\$ _____

City's Project Coordinator

Consultant

SCHEDULE B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI
BEACH AND DMJM+HARRIS, INC.**

CONSULTANT COMPENSATION

_____ **SCHEDULE B / Option One (Fixed Fee)**

Fixed Fee as negotiated by the City's Project Coordinator and the Consultant:

\$ _____

Note: Please attach a Fee Schedule

_____ **SCHEDULE B / Option Two (Hourly Rates)**

Please attach hourly rates schedule pursuant certified hourly rates on Schedule "C"

The Services to be performed under this service order will be applied to the following:

- _____ Roads
- _____ Project/Site
- _____ Intersection(s)
- _____ Parking Lots
- _____ Master Planning Services
- _____ Other _____
- _____
- _____
- _____

SUMMARY OF COMPENSATION:

Project Cost:\$ _____ (Fixed/Hourly Rate)

Reimbursable Expenses:\$ _____ (If Applicable)

Total service order Project cost: \$ _____

SCHEDULE C

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI
BEACH AND DMJM+HARRIS, INC.

CERTIFIED HOURLY RATES
(Applicable personnel only)

Project Principal	\$ 94.47
Project Manager	\$ 46.64
Senior Transportation Engineer	\$ 45.14
Senior Transportation Planning Engineer	\$
Planning Engineer	\$
Senior Traffic Engineer	\$ 40.90
Traffic Engineer	\$ 27.35
Senior Transportation Planner	\$ 40.15
Transportation Planner	\$ 23.96
Senior CAD Technician	\$
CAD Technician	\$ 27.17
Clerical	\$
Administrative Assistant	\$ 20.92
Other <u>Transportation Engineer</u>	\$ 35.58
<u>Transportation Engineer</u> Intern	\$ 29.52

CONSULTANT

ATTEST:
(Name of Corporation)

[Signature]
Asst (Secretary)

(Corporate Seal)

By:

[Signature]
(Signature)

Barry Friedman, Vice President
(Print Name and Title)

26th day of June, 2006

SCHEDULE D

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI
BEACH AND DMJM+HARRIS, INC.**

PROJECT SCHEDULE

Task Description: _____

Calendar Days After Notice to Proceed: _____

Planning Phase Services _____ Days

Design Phase Services _____ Days

Committee/Public Meetings (If Required) _____ Days

Final Report and Submission _____ Days

Other Services _____ Days

Note: The above durations are calendar days and include the response time by the City.

INSURANCE CHECK LIST

XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.

XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

XXX3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

4. Excess Liability - \$ _____ . 00 per occurrence to follow the primary coverages.

XXX 5. The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.

6. Other Insurance as indicated:

___ Builders Risk completed value	\$ _____ . 00
___ Liquor Liability	\$ _____ . 00
___ Fire Legal Liability	\$ _____ . 00
___ Protection and Indemnity	\$ _____ . 00
___ Employee Dishonesty Bond	\$ _____ . 00

XXX Professional Liability \$1,000,000 .00

XXX 7. Thirty (30) days written cancellation notice required.

XXX 8. Best's guide rating B+:VI or better, latest edition.

XXX 9. The certificate must state the Quote number and title

VENDOR AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements under this contract, and that evidence of this insurance is required before any work is performed for the City of Miami Beach.

Consultant

Signature of Consultant

(Please attach Insurance Certificate following this page)