GREATER MIAMI EXPRESSWAY

REQUEST FOR QUALIFICATIONS (RFQ)

GMX PROCUREMENT/CONTRACT NO.:
XXX-XX-XX

GMX WORK PROGRAM NO.:
XXXXX.XXX

GMX PROJECT/SERVICE TITLE:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

PROFESSIONAL SERVICES AGREEMENT
(IN SUBSTANTIAL FORM)

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THIS AGREEMENT ("Agreement" or "Contract"), is made and entered into this _____ day of _____, 20___ (the "Effective Date"), by and between the ***Greater Miami Expressway Agency*** (the "Agency" or "GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and _____, (the "Consultant"), a _____ corporation located at _____ and duly authorized to conduct business in the State of Florida, Federal I.D. No. _____ (collectively, referred to herein as the "Parties" to this Agreement).

WITNESSETH:

WHEREAS, pursuant to GMX Procurement/Contract No.: _____, GMX competitively procured for all services necessary to provide _____ (the "Services"); and

WHEREAS, GMX now desires to enter into an Agreement with the Consultant.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference.

2. SCOPE OF SERVICES

GMX hereby retains the Consultant to provide the Services as described in ***Exhibit A, Scope of Services*** attached hereto and incorporated by reference herein.

The Consultant agrees to provide the Services under this Agreement on a non-exclusive basis. At its sole option, GMX may elect to have any of the Services performed by other consultants or by GMX staff.

The Consultant shall cooperate and work with GMX and/or other consultants to ensure the best interest of GMX in the delivery of the Services.

The Consultant and GMX mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

3. TERM OF THE AGREEMENT AND COMMENCEMENT OF SERVICES

Subject to the termination provisions set forth herein, this Agreement shall become effective upon its execution by the Parties on the Effective Date to sixty (60) days after Final Acceptance of the Project, or Project close out.

For Agreements that require a Task Authorization, no Services shall commence without a fully executed Task Authorization issued by GMX.

4. TERMS AND CONDITIONS

With respect to the Services under this Agreement, the Consultant agrees it shall meet all terms and conditions included in the Agreement, inclusive of exhibits and any Supplemental Agreements to the Agreement (the "Contract Documents"). This provision includes but is not limited to the Consultant, Subconsultant(s) and their personnel who shall be properly prequalified, licensed, certified, and/or registered throughout the term of the Contract by the appropriate governmental authority, including certification for Small Business and/or Local Business as may be applicable to meet the requirements of the Contract Documents and to perform the Services.

5. SMALL BUSINESS PARTICIPATION REQUIREMENT

5.1 Small Business (SB) Participation Requirement

The Consultant is required to meet _____ ***(____%)*** Small Business Participation Requirement for this Agreement (the "SB Participation Requirement").

This requirement is met by utilization of firms certified pursuant to the following programs of ***Miami-Dade County*** or ***Miami Dade County Public Schools (M-DCPS)*** as may be required for the Services:

- **Miami-Dade County Certifications:**
  - Small Business Enterprise - Architectural & Engineering (SBE/AE);
  - Small Business Enterprise – Construction (SBE/CONS); or
  - Small Business Enterprise - Goods and Services (SBE/GS).
- **Miami Dade County Public Schools (M-DCPS) Certifications:**
  - Micro Business Enterprise - Architecture & Engineering Program
  - Micro Business Enterprise – Professional Services (Non-A/E)
  - Micro Business Enterprise – Goods and Services
  - Micro Business Enterprise – Construction Services Program
  - Small Business Enterprise - Architecture & Engineering Program
  - Small Business Enterprise – Professional Services (Non-A/E)
  - Small Business Enterprise – Goods and Services
  - Small Business Enterprise – Construction Services Program

In order to count toward the SB Participation Requirement, the Services provided by the Small Business (SB) must be in the areas of expertise for which the SB is certified for under the applicable program, and be considered a Commercially Useful Function, as defined in the *Small Business Participation Policy*, as may be amended, attached hereto and incorporated herein by reference. The latest version of the *Small Business Participation Policy* may be found on the GMX website at www.gmx-way.com.

The Consultant is required to meet the commitment made to each Small Business as documented in the *Small Business and/or Local Business Participation Statement* completed for each approved Small Business. Any deviation from these commitments shall be pre-approved in writing by GMX.

The Consultant, when certified as a SB, may self-perform one hundred percent (100%) of the SB Participation Requirement.

The Consultant shall not utilize the same firms to meet both the Small Business Participation Requirement and the Local Business Participation Requirement. GMX shall review the Consultant's progress in securing the SB Participation Requirement on an annual basis, commencing on the first anniversary of the Agreement and in the manner outlined in the *Subcontractor/Subconsultant Utilization Report*.

Failure to comply with the SB Participation Requirement shall be a default under this Agreement.

The Consultant agrees to be bound by the provisions of the *Small Business Participation Policy,* as may be amended and incorporated herein, including, but not limited to the sections entitled *Sanctions for Contractual Violations;* and *Prompt Payment*.

It is the Consultant's responsibility to promptly notify the Procurement Department with a copy to the Contract Manager in the event the Consultant and/or a Subconsultant graduates from the Small Business Program as defined by Miami-Dade County. It is at GMX's sole discretion to either:

1) Allow the graduated firm to complete the Services under the Agreement, or if applicable, authorized Task Authorizations; or

2) Allow the graduated firm to continue counting as a Small Business towards satisfaction of the Small Business Participation Requirement for the lesser of the term of the Agreement or a period of two (2) years after graduation from the SB Program.

GMX will notify the Consultant in writing of its decision.

5.2 Request to Replace/Add Small Business:

The Consultant shall obtain prior approval by GMX in the event they wish to request changes to an approved *Small Business and/or Local Business Participation Statement*, including but not limited to:

(1) Graduation from the SB Program;

(2) Substitution of a SB Subconsultant;

(3) Removal of a SB Subconsultant;

(4) Addition of a SB Subconsultant;

(5) Reduction of scope/committed amount to a SB Subconsultant; or

(6) For other justifiable reasons.

As may be applicable, the Consultant must:

(1) Contact in writing the Procurement Department, with a copy to the Contract Manager to address the issue as soon as possible after the Consultant becomes aware of any such issue. The written notification must include a justification for the requested change and be accompanied, as may be applicable, by any required documentation;

(2) Submit a *Request for Authorization to Subcontract Work* along with all required documentation therein, available on the GMX website at www.gmx-way.com.

(3) Submit documentation of the Consultant's efforts to locate a qualified Subconsultant certified under the SB Program, including, but not limited to, contacting possible SB's in writing or by phone, and assisting qualified Subconsultant(s) to become certified under the SB Program, if applicable.

All requests for changes shall be submitted on a completed *Request for Authorization to Subcontract Work* form directly to the Procurement Department for approval not less than ten (10) Calendar Days prior to the commencement of the requested change. All requested changes require review and approval from both the Procurement Department and the Contract Manager. Only one submittal to the Procurement Department is required.

GMX shall review the submitted request with related documentation and determine, at its sole discretion, whether or not to approve the Consultant's request within five (5) Business Days from the submittal of a properly documented request by the Consultant. GMX approval shall be documented through the *Request for Authorization to Subcontract Work* form.

In the event that the Consultant is unable to secure a replacement SB Subconsultant certified under the SB Program to perform the required Services, and has properly documented the efforts as outlined above, GMX, at its sole discretion, may re-negotiate the SB Participation Requirement for outstanding Services under the Agreement.

GMX will not authorize any removals or substitutions of any SB Subconsultant that has been submitted as part of the Agreement unless there has been a change in the Services pursuant to the requirements of the Contract Documents, or for circumstances beyond the control of the Consultant as determined by GMX.

5.3 Recalculation of SB Participation Requirement:

When additional Services are added to the Agreement through a Supplemental Agreement(s), or a Task Authorization is issued, GMX will analyze the particulars of the added Services to determine, at its sole discretion, the Consultant's ability to include SB participation for the additional Services.

In the event the Consultant is assigned Services that are considered specialized and as such do not permit for utilization of SB's, and therefore potentially hinder the Consultant's ability to meet the SB Participation Requirement, the Consultant shall immediately notify GMX in writing. Such notification shall include sufficient information to support the inability to utilize SB's. GMX shall acknowledge in writing receipt and understanding of the notification.

If GMX determines that the Consultant cannot include SB participation for the additional Services, GMX shall exclude the dollar amount for such portion of the Services from the SB Participation Requirement calculation without prejudice to the Consultant.

A similar evaluation will be performed by GMX in the event Services are deleted from the original Scope of Services. GMX will provide such approval through a Supplemental Agreement.

It is the Consultants' responsibility at the time the Services are added or deleted to request the recalculation of the SB Participation Requirement.

5.4 Tracking and Enforceability of the SB Participation Requirement:

The SB Participation Requirement shall be based upon the total dollar amount paid out to the Consultant at the close out of the Agreement, inclusive of any Supplemental Agreements, and excluding any amounts approved by GMX pursuant to the section entitled *Recalculation of SB Participation Requirement*.

GMX shall monitor the Consultant's progress in meeting the SB Participation Requirement as part of the monthly invoice review and approval. Both the *Invoice Tracking Form* submitted with each monthly invoice; and the *Subcontractor/Subconsultant Utilization Report;* will be evaluated to determine the Consultant's progress and ability to comply with the SB Participation Requirement.

Prompt submittals of all required documentation pursuant to the events described in above sections entitled *Request to Replace/Add Small Business* and *Recalculation of SB Participation Requirement* are required to ensure that GMX properly evaluates the Consultant's satisfaction of the SB Participation Requirement.

If during a *Contract Performance Evaluation* it is determined by GMX that the Consultant's progress is insufficient in meeting the SB Participation Requirement, pursuant to the level of completion of the Services and the *Subcontractor/Subconsultant Utilization Report,* the Consultant shall provide GMX for review and approval a written justification for such deviation. In addition, the Consultant shall provide a plan outlining how the Consultant intends to meet the SB Participation Requirement for the remainder of the Agreement.

A *Contract Performance Evaluation* will be performed at close out of the Agreement and if it is determined by GMX that the Consultant's failure to comply with the SB Participation Requirement is unjustified, the Consultant acknowledges that it is in breach of the Agreement. Any such failure will result in the unjust enrichment of the Consultant and will cause a detriment to GMX. As such, damages arising from such breach cannot be calculated with any degree of certainty and accordingly, it is hereby agreed that the Consultant shall pay to GMX, as liquidated damages and not as a penalty, the percentage of the SB Participation Requirement not met multiplied by the dollar amount paid by GMX to the Consultant throughout the Agreement, but in no event it shall exceed Three Hundred Thousand Dollars and Zero Cents ($300,000.00). In this event, GMX shall retain any amounts withheld or due to be withheld from the Consultant.

5.5 Contractual Violations:

Some of the contractual violations that may result in the imposition of the sanctions listed herein include, but are not limited to, the following:

(1) A Small Business serving as a conduit for services designated to a Small Business, but which is being performed by a non-Small Business firm;

(2) A Consultant not meeting the Small Business Requirement on its Agreement;

(3) Not retaining certification under the SB Program while performing services designated for a Small Business;

(4) Termination of the Small Business's subcontract, or stoppage of services of the Small Business without prior approval from GMX, as detailed herein;

(5) Reduction of the Services of a Small Business without prior approval from GMX;

(6) Modifications to the terms and/or prices of payment to a Small Business without prior approval from GMX;

(7) Unjustified failure to enter into a written subcontract with a Small Business after listing them on the *Small Business and/or Local Business Participation Statement*; and

(8) Failure of payment to the Small Business on a timely manner pursuant to the requirements of the *Small Business Participation Policy.*

5.6 Sanctions for Contractual Violations:

Notwithstanding any other penalties or sanctions provided by law and/or described herein, the Consultant's violation of, or failure to comply with, the SB Participation Requirement may result in the imposition of one (1) or more of the following sanctions:

(1) Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

(2) Stopping the Services;

(3) Termination, suspension, or cancellation of the Agreement in whole or part;

(4) In the event the Consultant or a SB attempts to comply with the SB Participation Requirements through fraud, misrepresentation, or material misstatement, GMX may terminate the Agreement in its sole and absolute discretion.

In addition and as a further sanction, GMX may impose any of the above-stated sanctions on any other GMX contract the Consultant and/or Small Business may have with GMX.

GMX may also remove the Consultant and/or Small Business from any other GMX contract they may be participating in as a subconsultant.

In each instance the Consultant or Small Business shall be responsible for all direct and indirect costs associated with such termination or cancellation of the Agreement including attorneys' fees and costs.

In addition to any already applied sanction, the Consultant's eligibility to receive any future contracts from GMX may be conditioned upon the Consultant making up the deficit in Small Business participation of this Agreement in future agreements, as detailed in the *Small Business Participation Policy*. The foregoing obligation shall be in addition to any SB Participation Requirement otherwise applicable to any future agreement.

6. LOCAL BUSINESS PARTICIPATION REQUIREMENT

6.1 Local Business (LB) Participation Requirement

The Consultant is required to meet _____ ***(____%)*** Local Business Participation Requirement for this Agreement (the "LB Participation Requirement").

This requirement is met by utilization of firms certified pursuant to *Local Business Participation Policy*, as may be amended, attached hereto and incorporated herein by reference. The latest version of the *Local Business Participation Policy* may be found on the GMX website at www.gmx-way.com. The Consultant is required to meet the commitment made to each Local Business as documented in the *Small Business and/or Local Business Participation Statement* completed for each approved Local Business. Any deviation from these commitments shall be pre-approved in writing by GMX.

The Consultant when certified as a LB, may self-perform one hundred percent (100%) of the LB Participation Requirement.

The Consultant shall not utilize the same firms to meet both the Small Business Participation Requirement and the Local Business Participation Requirement.

GMX shall review the Consultant's progress in securing the LB Participation Requirement on an annual basis, commencing on the first anniversary of the Agreement and in the manner outlined in the *Subcontractor/Subconsultant Utilization Report*.

Failure to comply with the LB Participation Requirement shall be a default under this Agreement. The Consultant agrees to be bound by the *Local Business Participation Policy*, as may be amended and the requirements of this Agreement in the compliance of the LB Participation Requirement.

It is the Consultant's responsibility to promptly notify the Procurement Department with a copy to the Contract Manager in the event the Consultant and/or Subconsultant LB certification expires and is not renewed by GMX.

It is at GMX's sole discretion to allow Services performed by any such non-certified firm(s) to be completed or to continue to count toward the LB Participation Requirement for a period not to exceed twelve (12) months from the time the certification expires. However, no new Services may be assigned to the non-certified firm for purposes of counting toward compliance of the LB Participation Requirement. GMX will notify the Consultant in writing of its decision.

6.2 Request to Replace/Add Local Business:

The Consultant shall obtain prior approval by GMX in the event they wish to request changes to an approved *Small Business and/or Local Business Participation Statement*, or other changes including but not limited to:

(1) Non-renewal of Certification;

(2) Substitution of a LB Subconsultant;

(3) Removal of a LB Subconsultant;

(4) Addition of a LB Subconsultant;

(5) Reduction of scope/committed amount to a LB Subconsultant; or

(6) For other justifiable reasons.

As may be applicable the Consultant must:

(1) Contact in writing the Procurement Department, with a copy to the Contract Manager to address the issue as soon as possible after the Consultant becomes aware of any such issue. The written notification must include a justification for the requested change and be accompanied, as may be applicable, by any required documentation:

(2) Submit a *Request for Authorization to Subcontract Work* along with all required documentation therein, available on the GMX website at www.gmx-way.com.

(3) Submit documentation of the Consultant's efforts to locate a qualified LB Subconsultant certified under the GMX LB Program, including, but not limited to, contacting possible LB's in writing or by phone, and assisting qualified Subconsultant(s) to become certified under the GMX LB Program, if applicable.

All requests for changes shall be submitted on a completed *Request for Authorization to Subcontract Work* form directly to the Procurement Department for approval not less than ten (10) Calendar Days prior to the commencement of the requested change. All requested changes require review and approval from both the Procurement Department and the Contract Manager. Only one submittal to the Procurement Department is required.

GMX shall review the submitted request with related documentation and determine, at its sole discretion, whether or not to approve the Consultant's request within five (5) Business Days from the submittal of a properly documented request by the Consultant. GMX approval shall be documented through the *Request for Authorization to Subcontract Work* form.

In the event that the Consultant is unable to secure a replacement LB Subconsultant certified under the GMX LB Program to perform the required Services, and has properly documented the efforts as outlined above, GMX at its sole discretion, may re-negotiate the LB Participation Requirement for outstanding Services under the Agreement.

GMX will not authorize any removals or substitutions of any LB Subconsultant that has been submitted as part of the Agreement unless there has been a change in the Services pursuant to the requirements of the Contract Documents, or for circumstances beyond the control of the Consultant as determined by GMX.

6.3 Recalculation of LB Participation Requirement:

When additional Services are added to the Agreement through a Supplemental Agreement(s), or a Task Authorization is issued, GMX will analyze the particulars of the added Services to determine, at its sole discretion, the Consultant's ability to include LB participation for the additional Services.

In the event the Consultant is assigned Services that are considered specialized and as such do not permit for utilization of LB's, and therefore potentially hinder the Consultant's ability to meet the LB Participation Requirement, the Consultant shall immediately notify GMX in writing. Such notification shall include sufficient information to support the inability to utilize LB's. GMX shall acknowledge in writing receipt and understanding of the notification.
If GMX determines that the Consultant cannot include LB participation for the additional Services, GMX shall exclude the dollar amount for such portion of the Services from the LB Participation Requirement calculation without prejudice to the Consultant.

A similar evaluation will be performed by GMX in the event Services are deleted from the original Scope of Services. GMX will provide such approval through a Supplemental Agreement.

It is the Consultants' responsibility at the time the Services are added or deleted to request the recalculation of the LB Participation Requirement.

6.4 Tracking and Enforceability of the LB Participation Requirement:

The LB Participation Requirement shall be based upon the total dollar amount paid out to the Consultant at the close out of the Agreement inclusive of any Supplemental Agreements, and excluding any amounts approved by GMX pursuant to the section entitled *Recalculation of LB Participation Requirement.*

GMX shall monitor the Consultant's progress in meeting the LB Participation Requirement as part of the monthly invoice review and approval. Both the *Invoice Tracking Form* submitted with each monthly invoice; and the *Subcontractor/Subconsultant Utilization Report* will be evaluated to determine the Consultant's progress and ability to comply with the LB Participation Requirement.

Prompt submittals of all required documentation pursuant to the events described in above sections entitled *Request to Replace/Add Local Business* and *Recalculation of LB Requirement* are required to ensure that GMX properly evaluates the Consultant's satisfaction of the LB Participation Requirement.

If during a *Contract Performance Evaluation* it is determined by GMX that the Consultant's progress is insufficient in meeting the LB Participation Requirement, pursuant to the level of completion of the Services and the *Subcontractor/Subconsultant Utilization Report,* the Consultant shall provide GMX for review and approval a written justification for such deviation.

In addition the Consultant shall provide a plan outlining how the Consultant intends to meet the LB Participation Requirement for the remainder of the Agreement.

A *Contract Performance Evaluation* will be performed at close out of the Agreement and, if it is determined by GMX that the Consultant's failure to comply with the LB Participation Requirement is unjustified, the Consultant acknowledges that it is in breach of the Agreement. Any such failure will result in the unjust enrichment of the Consultant and will cause a detriment to GMX. As such damages arising from such breach cannot be calculated with any degree of certainty and accordingly it is hereby agreed that the Consultant shall pay to GMX as liquidated damages and not as a penalty, the percentage of the LB Participation Requirement not met multiplied by the dollar amount paid by GMX to the Consultant throughout the Agreement, but in no event it shall exceed Three Hundred Thousand Dollars and Zero Cents ($300,000.00). In this event, GMX shall retain any amounts withheld or due to be withheld from the Consultant.

6.5 Contractual Violations:

Some of the contractual violations that may result in the imposition of the sanctions listed herein include, but are not limited to, the following:

(1) A Local Business serving as a conduit for services designated to a Local Business, but which is being performed by a non-Local Business firm;

(2) A Consultant not meeting the Local Business Requirement on its Agreement;

(3) Not retaining certification under the LB Program while performing services designated for Local Business;

(4) Termination of the Local Business's subcontract, or stoppage of services of the Local Business without prior approval from GMX, as detailed herein;

(5) Reduction of the Services of a Local Business without prior approval from GMX;

(6) Modifications to the terms and/or prices of payment to a Local Business without prior approval from GMX;

(7) Unjustified failure to enter into a written subcontract with a Local Business after listing them on the *Small Business and/or Local Business Participation Statement*;

(8) Failure of payment to the Local Business on a timely manner.

6.6 Sanctions for Contractual Violations:

Notwithstanding any other penalties or sanctions provided by law and/or described herein, the Consultant's violation of, or failure to comply with, the Local Business Participation Requirement may result in the imposition of one (1) or more of the following sanctions:

(1) Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

(2) Stopping the Services;

(3) Termination, suspension, or cancellation of the Agreement in whole or part;

(4) In the event the Consultant or a Local Business attempts to comply with the Local Business Participation Requirements through fraud, misrepresentation, or material misstatement, GMX may terminate the Agreement in its sole and absolute discretion.

In addition and as a further sanction, GMX may impose any of the above-stated sanctions on any other GMX contract the Consultant and/or Local Business may have with GMX.

GMX may also remove the Consultant and/or Local Business from any other GMX contract they may be participating in as a subconsultant.

In each instance the Consultant or Local Business shall be responsible for all direct and indirect costs associated with such termination or cancellation of the Agreement including attorneys' fees and costs.

In addition to any already applied sanction, the Consultant's eligibility to receive any future contracts from GMX may be conditioned upon the Consultant making up the deficit in Local Business participation of this Agreement in future agreements as detailed in the *Local Business Participation Policy*. The foregoing obligation shall be in addition to any LB Participation Requirement otherwise applicable to any future agreement.

7. INDEMNIFICATION

Consultant's indemnification obligations to GMX, and others defined in this section as "GMX Indemnified Parties," are not limited, contained or capped by the limits provided to GMX and GMX Indemnified Parties pursuant to Section 768.28, Florida Statutes or any other sovereign immunity limitations afforded by Florida or any other applicable law.

GMX Indemnified Parties are hereby defined as GMX, all of GMX's officers, agents, employees, and successors as well as the Florida Department of Transportation (FDOT) in its capacity as titleholder of portions of the GMX System, and all of FDOT's officers, agents, employees, and successors.

Pursuant to and within the limits of Section 725.08, Florida Statutes, the Consultant shall be required to indemnify the GMX Indemnified Parties from any claim, loss, damage, cost, charge, judgment, or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the GMX Indemnified Parties may be subject.

The Consultant's obligation to indemnify the GMX Indemnified Parties shall be triggered by GMX's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the Consultant's duty to indemnify within seven (7) Calendar Days after such notice by GMX is given by registered mail.

Only an adjudication of judgment after the highest appeal is exhausted specifically finding GMX solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of GMX.

The Consultant shall pay all costs and fees related to this obligation and its enforcement by GMX. GMX's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify.

It is specifically agreed between the Parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Agreement.
The Consultant guarantees the payment of all just claims for the Services and other just claims against it in connection with the Agreement.

The Parties agree that the Contract Amount includes consideration for the Consultant's indemnity agreements.

8. INSURANCE

The Consultant shall furnish to GMX prior to the commencement of any Services under this Agreement, certificate(s) of insurance as required by the Contract Documents. Required insurance types and limits are contained in the Contract Documents and attached hereto and incorporated herein. If insurance coverage is scheduled to expire during the Term of the Agreement, the Consultant shall be responsible for submitting insurance certificates to GMX before such expiration that evidence of renewal or replacement of the expiring coverage(s). In the event that expired coverage(s) are not replaced with new or renewed coverage(s) that cover the Term of the Agreement., GMX shall suspend this Agreement and all Services associated with this Agreement until certificates evidencing the replacement or renewed coverage(s) are received by GMX; provided however, that this suspension period shall not exceed ten (10) Calendar Days, as determined solely by GMX (the "Suspension Period"). At the end of the Suspension Period, GMX may, at its sole and absolute discretion, terminate the Agreement for cause, as described in the section of this Agreement, entitled, *Termination.*

9. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by GMX.

10. INDEPENDENT CONSULTANT

10.1 Acting as an Independent Consultant

The Consultant hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent Consultant and not as an employee of GMX. The Consultant has and hereby retains complete control of all the employment, compensation, and discharge of all employees of the Consultant assisting in its performance of the Services.

The Consultant shall be fully responsible for Services performed under this Agreement, and all matters related to payment of its employees, including compliance with Social Security, withholding tax, workers' compensation, immigration law, and all other laws and regulations governing such matters.

The Consultant shall be responsible for its own acts and those of its agents, independent contractors, and employees during the term of this Agreement. Except as specifically provided and as an independent consultant, the Consultant shall be solely responsible for determining means and methods for performing the Services described in the Contract Documents.

10.2 Full and Complete Payment

The payment made to the Consultant pursuant to the requirements of the Method of Compensation under this Agreement shall be the full and complete compensation to which the Consultant is entitled. GMX shall not make any federal or state tax withholdings on behalf of the Consultant. GMX shall not be required to pay any workers' compensation insurance on behalf of the Consultant.

The Consultant agrees to indemnify GMX for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which GMX may be required to make on behalf of the Consultant or any employee, or independent contractor of the Consultant for Services performed under this Agreement.

10.3 No Authority to Act on GMX's Behalf

Except as GMX may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of GMX in any capacity whatsoever, as an agent or otherwise. The Consultant shall have no authority, express or implied, to bind GMX or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.

11. CONSULTANT, SUBCONSULTANTS, AND EMPLOYEES

The Consultant, Subconsultants, and their respective employees providing Services under this Agreement shall remain, at all times throughout the term of the Agreement, authorized to do business within the State of Florida.

Throughout the Agreement, the Consultant, Subconsultants(s) and their personnel shall be properly qualified, licensed, certified, and/or registered by the appropriate governmental authority, including Small Business and/or Local Business certifications, as may be applicable to meet the requirements of the Contract Documents and to perform the Services.

Initial personnel, classifications and rates of personnel, and Subconsultants have been approved by GMX at the time of execution of the Agreement. Any subsequent changes in personnel and Subconsultants shall require prior written approval from GMX as further detailed herein.

The Consultant will use reasonable care in performing the Services and will have the utmost regard for acceptable standard and principles. The Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement

11.1 Consultant's Personnel

The Consultant shall maintain adequate, dedicated, qualified, reliable, and committed personnel for the performance of the Services. Such personnel must perform the Services, at a minimum, with a degree of care and skill common of the profession.

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration monetary or non-monetary, contingent upon or resulting from the award or making of this Agreement. It is further understood and agreed that the term "fee" shall also include brokerage, and finder's fees, however denoted.

If the Consultant breaches or violates the above-mentioned provision, GMX shall have the right to deduct from this Agreement or Task Authorization price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration or may in GMX's sole and absolute discretion pursue any other remedies available to GMX including termination of this Agreement.

11.2 Removal of Consultant's Personnel

If, in the opinion of GMX, any personnel assigned to the Agreement is not qualified to perform the Services or is insubordinate, disorderly, disruptive, or is detrimental to the progress of the Services, such person shall be immediately removed from the Agreement by the Consultant upon written request from GMX. Such person shall not be assigned to perform the Services under this Agreement again without the written permission of GMX.

Upon the removal of such person, the Consultant shall promptly provide an acceptable substitute at no additional cost to GMX. If the Consultant fails to immediately remove such person and provide an acceptable substitute, GMX may, at its sole discretion, withhold payments due or which may become due, or may terminate the Agreement.

The Consultant shall protect, indemnify, and hold harmless GMX, its agents, officers, directors, members, and employees from any and all claims, actions, or suits arising from such removal, discharge, or suspension of a Consultant employee based on the direction of GMX to remove from this Agreement.

11.3 Changes to Consultant's Personnel

For changes to personnel, the Consultant shall submit the following documentation for GMX's review and approval:

(1) *Personnel Change Request Form*

(2) A current resume;

(3) Documentation demonstrating the personnel possesses the required technical qualifications and experience to perform the Services for which being contracted; and

(4) Copy of certified payroll for the proposed personnel.

The Consultant shall ensure that GMX receives for approval a complete package, as described above, to the Contract Manager for concurrence not less than ten (10) Calendar Days prior to the proposed personnel commencement of the Services.

After the Consultant follows the steps described above, GMX shall review the submitted documentation and determine, at its sole discretion, whether or not to approve the personnel change. GMX approval shall be documented through the *Personnel Change Request Form*.

11.4 Subconsultants

The Consultant shall ensure that all subcontracts entered into with its Subconsultants grant GMX all of the rights and privileges of such subcontract, including but not limited to (so long as GMX is not in default of its obligations under this Agreement) GMX's right to secure materials or services from the Subconsultant which might be a part of the Subconsultant's work production.

All Subconsultants and their personnel shall be properly licensed, certified, and/or registered by the appropriate governmental authority, including Small Business and/or Local Business certifications, as may be applicable to meet the requirements of the Contract Documents and to perform the Services.

Upon request, the Consultant must furnish GMX with a copy of any subcontract related to the Services. Subconsulting of any portion of the Services does not relieve the Consultant of its own responsibilities and liabilities under the Agreement. GMX recognizes a Subconsultant only in the capacity of an employee or agent of the Consultant, and GMX may require the Consultant to remove the Subconsultant as in the case of an employee of the Consultant.

11.5 Changes to Subconsultants

For changes to Subconsultants, the Consultant shall follow the same process as outlined in the section herein entitled *Request to Replace/Add Small Business*.

12. PROHIBITION ON ASSIGNMENT

The Consultant shall not subcontract, sell, assign, transfer, or otherwise dispose of the Agreement or any portion thereof or the rights or responsibilities therein, without written consent by GMX. The Consultant shall not assign or transfer the rights or responsibilities of any Services under this Agreement, to any person or firm other than the approved personnel and Subconsultants under this Agreement. The Consultant is hereby prohibited from assigning this Agreement without the express prior written consent of GMX, which consent may be withheld at GMX's sole and absolute discretion.

13. AVAILABILITY OF FUNDS

This Agreement is subject to the availability of funds in the GMX budget for each fiscal year of this Agreement. GMX will require written authorization from GMX's Chief Financial Officer ("CFO") that funds are available prior to entering into any agreement, task authorization or other binding commitment of funds.

GMX will not, during any fiscal year, expend money not approved by the CFO, incur any liability or enter into any agreement or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year.

If GMX enters into such an agreement in writing, in violation of this section, such contract or task authorization is null and void, and GMX will not make any payments thereunder. Nothing herein contained prevents GMX from executing agreements or task authorizations for a period exceeding one (1) year, but GMX will make such agreements or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

14. CHANGES IN THE SERVICES

Before making any additions or deletions to the Services and before undertaking any changes or revisions to such Services, the Parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid to the Consultant as may be applicable. Reference herein to this Agreement shall be deemed to include any supplement hereto**.** Unless otherwise agreed to by GMX in writing, the Method of Compensation shall apply to all Supplemental Agreements.

When GMX requires services, that are not covered by the Scope of Services in this Agreement and GMX finds that such a service is essential to the satisfactory completion of this Agreement within its intended scope, GMX will make an adjustment to this Agreement through a Supplemental Agreement. The basis of payment for such adjustment will be in the amount GMX determines to be fair and equitable, upon discussion and agreement with the Consultant in writing and in accordance with the relevant provisions of this Agreement, including but not limited to, the Method of Compensation.

A Supplemental Agreement shall be executed by GMX and the Consultant for any additional service not contained in this Agreement.

15. CLAIMS FOR EXTRA SERVICES

In any case where the Consultant deems that extra compensation is due it for Services not covered in this Agreement, the Consultant shall notify GMX in writing within twenty (20) Calendar Days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) Calendar Days, then the Consultant hereby agrees to waive the claims for such extra compensation. Such notice by the Consultant shall in no way be construed as proving the validity of the claim.

16. SCHEDULE AND DELAYS

At the request of GMX, the Consultant agrees to provide progress reports in a format acceptable to GMX and at intervals established by GMX providing the status of Services being done by the Consultant and of the details thereof. Close collaboration and cooperation shall be maintained by the Consultant with representatives of GMX or other third parties approved by GMX. Either Party to the Agreement may request and be granted a conference.

In the event there are delays, or projected delays due to GMX regarding the approval of any of the materials submitted by the Consultant, or if there are delays or projected delays occasioned by circumstances beyond the control of the Consultant which delay is anticipated to delay the completion date, as set forth in the Agreement and/or Task Authorization, GMX may grant to the Consultant an extension of time for performance equal to the aforementioned delays or projected delays, provided there are no changes in compensation or Scope of Services. The Consultant shall not claim any financial compensation due to delays caused by the Consultant.

The Consultant agrees that the sole remedy in this event will be an extension of time for performance. The granted extension may be done in writing by the Director of Engineering or designee, and must include a specific time frame for the completion of the Services, provided that such time extension for completion of the Services does not impact the term of Agreement or trigger effectiveness of contract provisions, such as liquidated damages, as may be applicable. In such case, the time extension must be approved through a Supplemental Agreement.

It shall be the responsibility of the Consultant to monitor and ensure that sufficient time remains in which to complete the requested Services. In the event any delays occur that would affect the completion date, as determined in the Contract Documents, the Consultant shall submit a written request to GMX which identifies the reason(s) for the delay and the amount of time related to each reason. GMX shall review the request and make a determination as to granting all or part of the requested extension.

In the event that the time for performance expires and the Consultant has not requested, or if GMX has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for Services performed subsequent to the date time expires until a time extension is granted or all Services has been completed and accepted by GMX.

17. FORCE MAJEURE

The failure of either GMX or the Consultant to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either GMX or the Consultant (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Consultant will receive no additional compensation.

18. EMERGENCY PREPAREDNESS

As may be applicable to the Services, in the event of an emergency, the Consultant shall coordinate with GMX to identify and prepare to assume the necessary responsibilities of the Emergency Preparedness and Response Plan developed for GMX.

19. CONTRACT PERFORMANCE EVALUATION

The Consultant's performance will be evaluated using the Contract Performance Evaluation Procedures attached hereto.

20. CONTRACT DOCUMENTS ORDER OF PRECEDENCE

The Parties agree that the Agreement, inclusive of exhibits and any amendments to the Agreement (the "Contract Documents") shall control unless explicitly replaced or amended in writing and signed by both Parties.

The order of precedence for the Contract Documents shall be:

- Any Supplemental Agreements to the Agreement
- Executed Contract (excluding exhibits listed separately herein)
- Scope of Services
- Method of Compensation
- Solicitation Documents
- General Specifications
- Proposer's Proposal

If a conflict exists between a GMX originated document and a document originated by the Consultant, the GMX document shall control. Furthermore, any document created prior to Award of the Agreement shall be superseded by documents created after Award of the Agreement.

21. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

21.1 Standards of Conduct

This section shall apply to the Consultant, its Subconsultants and any other agent or employee engaged by the Consultant. The Consultant agrees to incorporate the provisions of this section and the section of the Solicitation Documents entitled "*Conflicts of Interest*" in any subcontract into which it might enter with reference to the Services performed for this Agreement and as it relates to the Services performed for the Project. GMX at its sole and absolute discretion, may conduct an audit of the Consultant's compliance with its obligations under this section.

The Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full.

The Consultant shall also abide by the *Procurement Policy, Code of Ethics, Small Business Participation Policy, Local Business Participation Policy* and provisions of the *Vendor's Bill of Rights and Responsibilities*.

The Consultant shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency on any matter where such party's interest may be adverse to GMX without the prior written permission of GMX.

In the event the Consultant desires to represent another party before any of the aforementioned public officials, bodies, or agencies on any matter where such party's interest may be adverse to GMX, it shall promptly inform the Executive Director in writing of the party it wishes to represent and of the nature of the proposed representation.

GMX, in its sole and absolute discretion may preclude the Consultant from simultaneously representing GMX and another party when GMX determines that representation of such other party may be adverse to GMX's interest. In making such determination, GMX shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of GMX. Should the Consultant fail, after five (5) Business Days' notice, to resolve a conflict as determined by GMX, GMX shall have the right to terminate this Agreement in its sole and absolute discretion.

In making such a determination, GMX shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of GMX. Should the Consultant fail, after five (5) Business Days' notice, to resolve a conflict as determined by GMX, GMX shall have the right to terminate this Agreement in its sole and absolute discretion.

In the event that such determination shall cause GMX to incur any increased costs due to its inability to retain the Consultant for a particular matter, the Consultant shall promptly pay such costs upon being invoiced therefore by GMX. Absent manifest error, the determination of GMX of such increased costs shall be final and binding on the Consultant.

As used in this section, the term "increased costs" shall mean:

(1) Administrative costs incurred by GMX including but not limited to legal fees and costs, associated with the retention of another consultant to perform the services that would have been performed by the Consultant absent such conflict of interest, and

(2) The difference between the amount paid by GMX to such replacement consultant to perform such services and the amount that would have been paid by GMX to the Consultant to perform such services. GMX and the Consultant shall use their best efforts to mitigate the conflict and any increase in costs.

In the event of a dispute between the Parties, the Parties agree to mediation prior to any litigation to resolve said dispute.

GMX is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with GMX relating to the Services shall familiarize themselves with the Chapter 112, and Chapter 348, Florida Statutes, the *Procurement Policy,* the *Code of Ethics* and with general Florida law regulating GMX's ethical requirements, prohibitions and limitations with respect to procurement and contracts.

The Consultant agrees that it shall make no statement, press releases, or other publicity of any kind 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 GMX 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, it being understood that under the provisions of this Agreement such data or information is the property of GMX.

GMX shall have the right to unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters, or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Agreement. All documents created in conjunction with this Agreement shall constitute public records for purposes of Chapter 119 of Florida Statutes.

21.2 Conflicts of Interest:

The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Consultant has disclosed in writing to GMX all such relevant information relating to the Consultant, its employees, its agents or any of its Subconsultants.

The term *Organizational Conflict of Interest* as used herein means:

(a) Because of other activities or relationships with other persons or consultants, the Consultant, its employees, agents, or Subconsultants or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to GMX;

(b) The Consultant's, or any of its employees, agents, Subconsultants or their respective employees, objectivity in performing the Services is or might otherwise be impaired; and

(c) The Consultant, its employees, agents, Subconsultants, or their respective employees, has/have an unfair competitive advantage.

The term *Personal Conflict of Interest* as used herein means a relationship of an employee, Subconsultant, or the employees of a Subconsultant with an entity that will or may impair the objectivity of the employee, Subconsultant employee, or Subconsultant in performing the Services.

21.2.1 Notification of Conflict of Interest

Prior to commencement of any Services, or immediately after becoming aware of a Conflict of Interest, whichever is sooner, the Consultant agrees to notify the Executive Director either:

(1) That, to the best of its knowledge and belief, no Conflict of Interest exists, or

(2) To identify to GMX any Conflict of Interest the Consultant or its agents, employees, or Subconsultants may have. In emergency situations, however, Services may begin, but notification of Conflicts of Interest shall be made in writing to the Executive Director within five (5) Business Days.

The Consultant agrees that if a Conflict of Interest is identified during performance, the Consultant will immediately make a full disclosure in writing to the Executive Director. This disclosure shall include a description of actions, which the Consultant has taken or proposes to take, after consultation with GMX, to avoid, mitigate, or neutralize the Conflict of Interest.

The Consultant shall discontinue any relevant performance until notified by the Executive Director of any contrary action to be taken.

GMX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement.

If the Consultant was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to GMX, or GMX becomes aware of a Conflict of Interest that was not disclosed by the Consultant, GMX may at its sole and absolute discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, or pursue such other remedies as may be permitted by law or this Agreement.

21.2.2 Conflict of Interest Plan

The Consultant shall prepare and submit a Conflict of Interest (COI) Plan within twenty (20) Business Days after the execution of this Agreement or any other time requested by GMX, which outlines the procedures in place to avoid, neutralize or mitigate Conflicts of Interest, whether actual or potential, personal, or organizational, throughout the period of performance of the Agreement. The Consultant's COI Plan is a document that describes the procedures the Consultant uses to identify and report COIs. Generally, a corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program-specific.

The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a Conflict of Interest is identified. The plan shall be evaluated and approved by GMX. The plan shall address step by step the checks and balances in place to detect any potential or actual Conflicts of Interest that could result from activities covered in the Scope of Services. The Consultant's obligations with regard to providing notice of Conflict of Interest situations shall apply until the expiration date of this Agreement.

21.2.3 Restriction on Future Contracts

The Parties to this Agreement agree that the Consultant will be restricted in its future contracting in the manner described below.

(1) The Consultant may be ineligible to participate in any GMX solicitations and ensuing GMX agreements, either as a prime Consultant or Subconsultant.

(2) The Consultant, during the life of this Agreement, shall be ineligible to enter into any agreement with individuals or firms to perform services on projects related to the Services performed under this Agreement unless otherwise authorized in writing by the Executive Director of GMX.

(3) The Consultant agrees in advance that if any bids/proposals are submitted for any services that would require written approval of GMX prior to entering into another agreement subject to the restrictions of this section, then the bids/proposals are submitted at the Consultant's own risk. Therefore, no claim shall be made against GMX to recover bid/proposal costs as a direct cost, regardless of whether the request for authorization to enter into the other agreement is denied or approved.

21.2.4 COI Adverse Determination

A review process available to the Consultant when an adverse determination is received shall consist of a request for reconsideration to the Executive Director. An adverse determination resulting from a request for reconsideration by the Executive Director will not preclude the Consultant from requesting a review. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) Calendar Days after receipt of the initial adverse determination.

21.2.5 Subconsultants Contracts

The Consultant agrees to insert in each Subconsultant agreement hereunder, provisions which shall conform substantially to the language of the subsection entitled *Conflicts of Interest*, including this paragraph. The Consultant may request in writing that the Executive Director exempt from this Conflicts of Interest subsection a particular Subconsultant agreement for certain technical or consultant services. GMX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

The Consultant agrees to insert in each Subconsultant agreement hereunder the requirement that any Subconsultant who performs Services as a Subconsultant pursuant to this Agreement and wishes to submit a proposal or bid, either as a prime consultant or as a Subconsultant on any GMX procurement, shall request in writing a determination from GMX that they may participate in the specific GMX procurement prior to the proposal or bid submittal date.

Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subconsultant's proposal being deemed non-responsive.

21.2.6 Annual Disclosure Form

In compliance with Section 348.0003, Florida Statutes, as may be amended, in addition to all other requirements of the Contract Documents related to avoidance and disclosures of Conflict of Interest, the Consultant is also required to annually submit to the Ethics Officer the Annual Disclosure Form, incorporated herein by reference and found on the GMX website, and provide the following information:

(1) Any relationship that the Consultant has which affords a current or future financial benefit to the Consultant, or to a relative or business associate of the Consultant, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest.

(2) Whether a relative of the Consultant is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the Ethics Officer.

(3) Any and all interests in real property held by the Consultant or the immediate family member of the Consultant, if such real property is located in or within a ½ mile radius of any actual or prospective GMX project. Prior to the execution of the Agreement, the Consultant has been provided a corridor map and property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners.

The Annual Disclosure Form must be submitted by the Consultant on the Effective Date of the Agreement and updated every year on the same date. It is the Consultant's responsibility to obtain from GMX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the Annual Disclosure Form. Failure by the Consultant to timely submit the Annual Disclosure Form is a default under the Agreement and GMX, at its sole discretion, may enforce all applicable provisions under the Agreement, including and up to termination of the Agreement.

22. CONVICTED VENDORS LIST

The Consultant represents that it is not currently on the convicted vendor list, as described in the Solicitation Documents and that it shall notify GMX immediately if, during this Agreement, it is placed on said list. The Consultant agrees that placement on said list constitutes grounds for immediate termination of this Agreement by GMX.

By execution of this Agreement, the Consultant further certifies that the information provided in the executed Sworn Statement on Public Entity Crimes and Debarment form(s) for both the Consultant and the Subcontractors is true and correct.

The Consultant agrees to indemnify GMX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that GMX incurs due to any fraudulent statements made by the Consultant regarding this certification.

23. SCRUTINIZED COMPANIES LISTS

Pursuant to the prohibitions of sections 215.473, section 215.4725, and section 287.135, Florida Statutes, by execution and submittal of this Agreement the Consultant certifies to GMX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List; and
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Consultant further certifies that:

- It is not engaged in a boycott of Israel; and
- It has not been engaged in business operations in Cuba & Syria.

Alternatively, if the Consultant was unable to provide such certification, the Consultant provided to GMX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with section 287.135, Florida Statutes.

The Consultant shall provide written notification to GMX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. GMX shall have the right to terminate for default the Agreement in GMX's sole and absolute discretion if the Consultant is found to have submitted a false certificate or to have been placed on any list of scrutinized companies.

The Consultant shall not engage any Firm to perform Work under the Agreement that does not meet the requirements pursuant to this provision.

24. ANTI-TRUST VIOLATOR VENDOR LIST

Pursuant to section 287.137, Florida Statutes, the Consultant certifies that neither it nor any affiliate has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. A person or affiliate placed on the antitrust violator vendor list may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. The Consultant understands that false certification under this paragraph or being subsequently added to the list shall result in termination of the Agreement, at the option of GMX.

25. E-VERIFY REQUIREMENTS

U.S. law requires companies to employ only U.S. citizens, or foreign citizens who have the necessary authorization to legally work in the United States.

Pursuant to section 448.095, Florida Statutes, any Consultant providing services to GMX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. In addition, the Consultant shall verify that Subcontractors performing Work on the Agreement utilize the E-Verify system to verify the employment eligibility of employees hired by the Subcontractors during the term of the Agreement.

If the Consultant enters into a contract with a Subconsultant, the Subconsultant shall provide the Consultant with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and the Consultant shall maintain a copy of such affidavit for the duration of the Agreement.
GMX will consider employment by any Consultant or Subconsultant of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by GMX, and/or Suspension of the Consultant/Subconsultant if it is determined that the Consultant/Subconsultant knowingly employs unauthorized aliens.

26. FORCED LABOR AND HUMAN TRAFFICKING PROHIBITION

Pursuant to section 287.1346, Florida Statutes the Consultant certifies that it shall not engage in or knowingly permit the use of Forced Labor or Human Trafficking in the performance of the Agreement or in the Work to be performed.

The Consultant further certifies that it has conducted reasonable due diligence to ensure that its Subcontractors, and affiliated entities are not engaged in Forced Labor or Human Trafficking.

The Consultant shall comply with all applicable federal and state laws and regulations prohibiting Forced Labor and Human Trafficking, including but not limited to the Trafficking Victims Protection Act and applicable Florida statutes.

In the event that the Bidder submits a false certification or is placed on the Forced Labor Vendor List maintained by the State of Florida under section 287.1346, GMX reserves the right to terminate this Consultant for default.

As required by section 787.06, Florida Statutes, prior to execution of the Agreement, the Successful Bidder shall provide GMX with an affidavit signed by an officer or representative of the Successful Bidder, under penalty of perjury, attesting that the Successful Bidder does not use coercion for labor or services as defined in that section.

27. FOREIGN COUNTRY OF CONCERN RESTRICTIONS

Pursuant to section 287.138, Florida Statutes the Consultant certifies that it is not:

- Owned by the government of a Foreign Country of Concern;
- An entity in which the government of a Foreign Country of Concern has a controlling interest; or
- Organized under the laws of or having its principal place of business in a Foreign Country of Concern.

If the Agreement would grant the Consultant access to an individual's personal identifying information, the Consultant, prior to execution of the Agreement, shall provide GMX with an affidavit signed by an officer or representative of the Consultant, under penalty of perjury, attesting that the Consultant does not meet any of the criteria set forth above, as required by section 287.138(4), Florida Statutes. A false certification or affidavit under this provision shall be grounds for GMX to terminate for default the Agreement.

28. PROOF OF VEHICLE REGISTRATION

The Consultant shall register all vehicles used in the course of performing the Services as required by Chapter 320, Florida Statutes. If the Consultant fails to register any motor vehicle that it operates in Florida, pursuant to Chapter 320, Florida. Statutes, GMX may disqualify the Consultant from proposing on future GMX procurements, or GMX may suspend the Consultant from this and/or other GMX agreements.

29. COMPLIANCE WITH LAWS

The Consultant, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

30. EXECUTION OF THE AGREEMENT

If the Consultant is a firm or company owned by an individual, this Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.

If the firm is a Partnership, this Agreement shall be executed in the name of the partnership by the manual signature of the general partner.

If a corporation, the Agreement shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President, the Vice-President, or a representative of the Consultant who is authorized either by position or by corporate resolution to contractually bind the Consultant in all aspects of the Agreement.

If a joint venture, the Agreement shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

31. ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS

The Consultant shall not take advantage of any apparent error or omissions which the Consultant discovers in the Contract Documents, and shall immediately notify GMX of such discovery. GMX will make such corrections and interpretations as necessary to reflect the intent of the Contract Documents.

32. OWNERSHIP OF DOCUMENTS

All tracings, documents, studies, data and/or reports prepared or obtained under the Contract Documents shall be considered works made for hire and shall become property of GMX without restriction or limitation on their use, and shall be made available upon request to GMX at any time. The Consultant shall therefore agree not to publish, copyright, or patent any of the data furnished in compliance with the Agreement. GMX shall have the right to visit the offices of the Consultant for review of the Services at any time. The Consultant shall not be liable for use by GMX of said documents, studies, or other data for any purpose other than that intended by the terms of the Contract Documents.

33. AUDIT AND EXAMINATION OF CONTRACT RECORDS & PROPOSAL RECORDS

GMX reserves the right at any time, and from time to time for any reason whatsoever to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as defined herein) of the Consultant or any Subconsultant.

The Consultant shall include in its contract with any Subconsultant similar provisions as detailed herein and Subconsultants' agreements shall comply with the provisions of this section.

Contract Records shall include, but are not limited to, all information, communications and data, whether in writing or stored on a computer, computer disks or drives, microfilm, CD's or DVD's, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audio tapes, supporting documents, any other papers or preserved data related to the Agreement or the Consultant's performance of the Agreement determined necessary by GMX for any purpose.
Such records shall also include, but not be limited to, time sheets, task authorizations, direct expense reimbursable records, the Consultant's general accounting records relating to its obligations and Services under this Agreement, together with supporting documents and records of the Consultant and all Subconsultants performing Services under this Agreement and all other records of the Consultant and Subconsultants considered necessary by GMX for a proper audit of all costs associated with this Agreement.

Proposal Records shall include, but are not limited to, all information and data, whether in writing or stored on a computer, computer disks or drives, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by a Proposer in determining labor, unit price (where applicable), or any other component of a Proposal submitted to GMX, and any information relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subconsultants, truckers or materials suppliers, profit contingencies and any standard manuals in the industry that may be used by a Proposer in determining a negotiated cost for the Services.

Trade Secrets and Proprietary Confidential Business Information. Documents submitted by Consultant which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Consultant at the time of submission to GMX, will not be subject to public access. However, should a requester of public records challenge the Consultant's interpretation of the term "trade secrets" or "proprietary confidential business information," Consultant must provide a separate written indemnification and release guarantee, as approved by GMX's Attorney or designee, to GMX to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. The Consultant must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation were to be released. Otherwise, Consultant is required to timely seek a protective order in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County or another appropriate court to prevent the release of the requested records.

The Consultant acknowledges its public record obligations related to these records under Chapter 119 of Florida Statutes.

GMX may unilaterally cancel this Agreement for refusal by the Consultant to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Consultant in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

If, under this Agreement, the Consultant is providing services and is acting on behalf of GMX as provided by section 119.0701(1)(b), F.S., the Consultant shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that GMX 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.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to GMX all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of GMX.

(e) 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 AGREEMENT, CONTACT GMX'S CUSTODIAN OF PUBLIC RECORDS AT 305-637-3277, PUBLICRECORDS@GMX-WAY.COM, 3790 N.W. 21ST STREET, MIAMI, FLORIDA 33142.

The Consultant shall preserve all Contract Records and Proposal Records for the entire term of the Agreement which shall be in compliance with the section of the ***General Specifications for Construction/ General Specifications for Design-Build*** entitled *Project Filing Structure*. The Consultant acknowledges its public record obligations related to these records under Chapter 119 of Florida Statutes.

34. PUBLIC RECORDS

The Consultant shall enable reasonable and convenient access to all documents, papers, letters, or other material to any person making a request for such documents pursuant to the provisions of Chapter 119, Florida Statutes, for documents made or received by the Consultant in conjunction with the Agreement.

Failure to promptly afford such access may be grounds for immediate unilateral cancellation of the Agreement by GMX and the Consultant shall indemnify GMX against any costs or penalties GMX may incur as a result of the Consultant's failure to comply with, or impede GMX being able to comply with, the provisions of Chapter 119, Florida Statutes.

Upon receipt of any public records request, the Consultant shall immediately notify the Public Records Custodian and secure prior written consent and coordination of response to the request before releasing such records:

Greater Miami Expressway Agency (GMX)
Public Records Custodian
3790 NW 21st Street
Miami, Florida 33142
305.637.3277 ext. 2000
publicrecords@gmx-way.com

All documents related to the Agreement as detailed herein must be provided in accordance with the section herein entitled *Audit and Examination of Contract Records & Proposal Records.*

In the same manner, pursuant to the protection provided by Chapter 119, Florida Statutes, to the extent the Services under this Agreement require access to proprietary or confidential business or financial data of GMX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

35. CONFIDENTIALITY

To the extent that the Services under this Contract requires access to proprietary or trade secrets or business or financial data of GMX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure in accordance with the provisions of Chapter 119, Florida Statutes.

36. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

GMX shall maintain the right to inspect the Services performed by the Consultant and request any documentation from the Consultant to ensure quality products and services are being provided. The Consultant shall make available to GMX, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices. The Consultant acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

37. TERMINATION

37.1 Termination by Mutual Agreement

This Agreement may be terminated by mutual agreement in writing.

37.2 Termination for Default

Should one Party fail to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching Party may terminate this Agreement upon a minimum of seven (7) Calendar Days written notice.
In the event of termination, due to no fault of the Consultant, the Consultant shall be paid for services performed to the termination date, including reimbursements, if any.

37.3 Termination for Non-Performance

If GMX determines that the performance of the Consultant is not satisfactory, GMX shall have the option, at its sole and absolute discretion, of (a) immediately terminating this Agreement or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time. In such case, the Consultant shall be paid for Services satisfactorily performed, at the discretion of GMX, in accordance with the terms of this Agreement, except any amounts in dispute.

37.4 Termination for Convenience

The performance of Services under this Agreement may be terminated by GMX in accordance with this clause, in whole or in part, whenever GMX determines that such termination is in the best interest of GMX. GMX shall notify the Consultant of such termination with instructions as to the effective date of the termination, which effective date shall not be less than thirty (30) Calendar Days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Consultant shall be entitled to payment for Services completed to the date of termination only. The percentage of completion shall be determined by GMX.

37.5 Termination for Insolvency

GMX reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

37.6 No Relief of Liabilities

Notwithstanding the rights of the Parties to terminate this Agreement as described elsewhere in this Agreement, the Consultant shall not be relieved of liability to GMX for damages sustained by GMX, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Consultant and GMX may withhold any payment due to the Consultant up to the amount of damages claimed by GMX for the purpose of set-off, until such time as the exact amount of damages due to GMX is agreed upon or otherwise determined.

37.7 Termination Transition.

At the discretion of GMX, but no longer than thirty (30) Calendar Days from the effective date of termination, the Consultant shall provide reasonable cooperation in the transition of its responsibilities.

38. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

If any dispute regarding the Consultant claims arising hereunder or relating to the Agreement and the Consultant's Services hereunder results in litigation, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including costs and expenses of expert witnesses.

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to GMX by the Consultant (disputed by GMX) which have not otherwise been resolved through ordinary close-out procedures of a Task Authorization and/or this Agreement prior to the initiation of litigation. The Consultant claims or portions thereof, which GMX agreed to pay or offered to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision.

Attorneys' fees and costs awarded to the prevailing Party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to GMX through and including trial, appeal and collection.

In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted.

The term "litigation" shall include mediation proceedings. As a condition precedent to litigation, the Consultant shall have first submitted its claim (together with supporting documentation) to GMX, and GMX shall have had sixty (60) Business Days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, GMX and the Consultant agree that neither Party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each Party shall bear its own attorneys' fees and costs.

No court proceedings on any claim may be filed until the Parties have first participated in mediation.

All Services shall be performed by the Consultant in accordance with sound business and accounting practices to the satisfaction of GMX. GMX shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality, amount and value thereof; and its determination upon all claims, questions and disputes shall be final and conclusive upon the Parties hereto.

Adjustment of compensation and Agreement time because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of GMX and any such adjustments shall be evidenced by Supplemental Agreements between the Parties in accordance herewith.

In the event that the Consultant and GMX are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental Services desired by GMX, the Consultant will be obligated to proceed with the supplemental Services in a timely manner for the amount determined by GMX to be reasonable. In such event, the Consultant will have the right to file a claim with GMX for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Consultant from the obligation to timely perform the supplemental Services.

39. CONSTRUCTION OF LANGUAGE

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. Capitalized terms used herein shall have the meaning ascribed to them in the Contract Documents.

40. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall exclusively be in the state courts in and for Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement, the Consultant agrees that service of process on the Consultant may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Consultant shall notify GMX in writing within thirty (30) Calendar Days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

41. WAIVER OF TRIAL BY JURY:

THE CONSULTANT AND GMX HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR ACTIONS OF EITHER PARTY.

42. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either GMX or the Consultant other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the Parties or the successor(s) heirs, and lawful assigns.

43. THIRD-PARTY BENEFICIARY

It is specifically agreed between the Parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury, or property damage pursuant to the terms or provisions of the Agreement.

44. NOTICES

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a Party directs in writing that notices shall be provided to it at another location:

To the Agency: Jose Hidalgo, MBA, CPPB, FCCM
Procurement Manager
Greater Miami Expressway Agency (GMX)
3790 N.W. 21st Street
Miami, Florida 33142

With a copy to: Jason Gonzalez
GMX General Counsel
Lawson Huck Gonzalez, PLLC
215 S. Monroe Street
Suite 320
Tallahassee, Florida 32301

To the Consultant: _____
_____
_____
_____
_____
_____

45. SECTION HEADINGS

Any headings preceding the texts of the sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

46. SEVERABILITY

If any one or more of the covenants, agreements, or provisions of this Agreement shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

47. ADDITIONAL TERMS

All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

48. COOPERATIVE PURCHASING (PIGGY-BACKING).

As may be applicable, pursuant to the *Procurement Policy*, other governmental agencies may utilize GMX contracts if the Consultant agrees to enter into a separate contract with such governmental agency(ies) incorporating the GMX contract terms and conditions.

49. ACKNOWLEDGEMENT & REPRESENTATION.

The Parties to this Agreement individually represent, warrant, and agree that:

A. They have been represented by legal counsel of their choice in connection with the Agreement;

B. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement;

C. They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement;

D. They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Agreement; and

E. The consideration received by them to enter into this Agreement and the settlement contemplated by this Agreement has been actual and adequate.

50. CERTIFICATION

This document is a GMX document maintained in an electronic format and no changes other than those approved by GMX. may be made to this document without approval from GMX. The Consultant must submit any requested changes or revisions to GMX for approval prior to the Consultant executing this Agreement.

By signing this document, the Consultant hereby represents that no change has been made to the text of this document.

By executing this Agreement, the undersigned certifies as follows:

☐ No changes have been made to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By:_____

Rafael S. Garcia Date

Executive Director/CEO

[CONSULTANT]

By: _____

Signature of Authorized Officer

_____

Print Name of Authorized Officer

_____

Title of Authorized Officer

Approved by GMX Board: _____

EXHIBITS:

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

Exhibit A Scope of Services

Exhibit B General Specifications for Construction/Design-Build

Exhibit C Personnel Qualification/Experience & Certificate/Training Requirements

Exhibit D Solicitation Documents for GMX Procurement/Contract No. RFQ-XX-XX including associated Addenda*

Exhibit E Solicitation Documents, Addenda and Contractor Bid for GMX Procurement/Contract No. ITB-XX-XX*

Exhibit F Consultant Proposal*

Exhibit G Method of Compensation

- Exhibit G-1 Compensation Rates
- Exhibit G-2 GMX Established Rate Caps
- Exhibit G-3 Invoice Submittal Forms*
  - a) GMX Work Program Invoice Submittal Form
  - b) Certificate of Partial/Final Payment, Waiver and Release from Contractor/ Consultant
  - c) GMX Invoice Tracking Form
  - d) Certification of Disbursement to Subcontractors/Subconsultants/ Suppliers
  - e) Contractor's/Consultant's Final Release and Affidavit
- Exhibit G-4 FDOT Negotiation Handbook Professional Services Contracts (2/28/18)

Exhibit H Sworn Statement on Public Entity Crimes and Debarment

Exhibit I Small Business and/or Local Business Participation Statements

Exhibit J Subcontractor/Subconsultant Utilization Report

Exhibit K Procurement Policy **

Exhibit L	Small Business Participation Policy **
Exhibit M	Local Business Participation Policy**
Exhibit N	Code of Ethics **
Exhibit O	Vendor's Bill of Rights and Responsibilities
Exhibit O	Request for Authorization to Subcontract Work**
Exhibit P	Personnel Change Request Form**
Exhibit Q	Annual Disclosure Form**
Exhibit P	Contract Performance Evaluation Procedures and Form
Exhibit R	Insurance Requirements

* Provided in Electronic Format

** Current Policies and Forms available on the GMX website at:
Business | Procurement Documents (GMX-way.com)