



**VENETIAN PARC
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
NOVEMBER 21, 2019
6:00 P.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.venetianparccdd.org

305.777.0761 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
 Venetian Parc Community Clubhouse Meeting Room
 15351 SW 175th Street
 Miami, Florida 33187
REGULAR BOARD MEETING
 November 21, 2019
 6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Re-Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. October 21, 2019 Regular Board Meeting.....Page 2
- H. Old Business
 - 1. Update Regarding Second Lift of Asphalt
 - 2. Discussion Regarding Additional Parking Spaces Revised Proposal – Caltran Engineering Group, Inc.....Page 6
 - 3. Update Regarding Monument Signs and Lighting
 - 4. Staff Report as Required
- I. New Business
 - 1. Discussion Regarding 2019 Engineer’s Report – Alvarez Engineers
 - 2. Staff Report as Required
- J. Administrative & Operational Matters
 - 1. Staff Report as Required
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

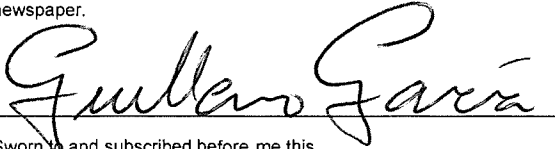
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2019/2020 REGULAR MEETING SCHEDULE

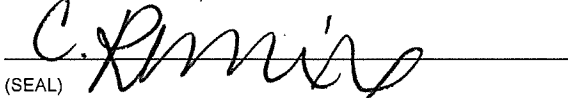
in the XXXX Court,
was published in said newspaper in the issues of

10/11/2019

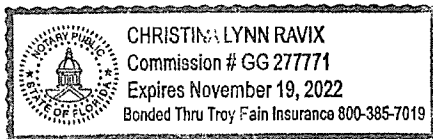
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this
11 day of OCTOBER, A.D. 2019



(SEAL)
GUILLERMO GARCIA personally known to me



VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019/2020 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Venetian Parc Community Development District (the "District") will hold Regular Meetings in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187 at 6:00 p.m. on the following dates:

October 21, 2019
November 21, 2019
February 27, 2020
March 23, 2020
April 23, 2020
May 26, 2020
June 25, 2020
July 23, 2020
September 24, 2020

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

www.venetianparccdd.org
10/11 19-58/0000430858M

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 21, 2019**

A. CALL TO ORDER

District Manager Nancy Nguyen called the October 21, 2019, Regular Board Meeting of the Venetian Parc Community Development District (the “District”) to order at 6:00 p.m. in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 11, 2019, as part of the District’s Fiscal Year 2019/2020 Regular Meeting Schedule, *as legally required*.

C. ESTABLISH A QUORUM

Ms. Nguyen stated that the attendance of Chairman Sergio Valdes, Vice Chairman Eugene Collings-Bonfill, and Supervisors Rachel Hernandez and Aron Heinrich constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance: District Managers Nancy Nguyen and Neil Kalin of Special District Services, Inc.; and General Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was Michael Hernandez of Caltran Engineering Group, Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. July 25, 2019, Regular Board Meeting and Public Hearing

Ms. Nguyen presented the minutes of the July 25, 2019, Regular Board Meeting and Public Hearing and asked if there were any changes. There being no comments or changes, a **motion** was made by Mr. Valdes, seconded by Mr. Collings-Bonfill and unanimously passed to approve the minutes of the July 25, 2019, Regular Board Meeting and Public Hearing, *as presented*.

G. OLD BUSINESS

1. Discussion Regarding Additional Parking Spaces – Caltran Engineering Group, Inc.

(This item was discussed prior to agenda item D. 1.)

Ms. Nguyen introduced Michael Hernandez from Caltran Engineering Group, Inc. (“Caltran”) and asked him to present the Caltran proposal for additional parking spaces throughout the District. Mr. Hernandez explained that the proposal presented consists of several components. One of the components is to create a Master Plan with the proposed additional parking space areas within the District and present the Master Plan to Miami-Dade County (the “County”). The proposal also includes additional items such as key sheets, project layout, roadway plans, etc., for a total amount of \$8,500. A discussion ensued, after which the Board requested that Mr. Hernandez divide the proposal into two separate tasks. The first task would be the design of a Master Plan and presenting it to the County. The second task would incorporate the construction components of the project. Based on the results from the County, the Board will either decide to continue with task two or take no further action on the additional parking spaces project. Mr. Hernandez acknowledged the Board’s requests. A discussion ensued, after which;

A **motion** was made by Mr. Valdes, seconded by Mr. Collings-Bonfill and unanimously passed to engage Caltran Engineering Group, Inc. for engineering services related to the potential installation of additional parking spaces for an amount not to exceed \$3,000 for task one, the Master Plan.

The Master Plan will be presented to the Board at a future meeting.

2. Update Regarding Pedestrian Crosswalk Adjacent to Public Park

Ms. Nguyen advised that Lennar Corporation had installed the crosswalk ramp adjacent to the public park. No further action is required on this item.

3. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2019-06 – Adopting a Fiscal Year 2018/2019 Amended Budget

Ms. Nguyen presented Resolution No. 2019-06, entitled:

RESOLUTION NO. 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2018/2019 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title of the resolution into the record and explained the purpose of the document. Ms. Nguyen advised that there was a positive Operating Fund Balance at the end of the Fiscal Year 2018/2019 and noted that the District designated a carryover of this Fund Balance to balance the Fiscal Year 2019/2020 budget. In addition, she stated that the Debt Service Fund (2013 Series Bonds) had sufficient funds to make the November 1, 2019, required debt service payment in the amount of \$247,013. A discussion ensued after which:

A **motion** was made by Mr. Valdes, seconded by Mr. Collings-Bonfill and unanimously passed to approve and adopt Resolution No. 2019-06, *as presented*, approving the Amended Final 2018/2019 Fiscal Year Budget.

2. Staff Report, as Required

There was no Staff Report at this time.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Monument Signs and Lighting

Ms. Nguyen advised that some headway was made with the monument signs in the District. None of the monument sign lights are operational as of yet, but Florida Power and Light (“FPL”) had been contacted to get additional information on how the District can obtain an electrical connection from FPL to the monument signs. FPL advised that “Temp for Test Inspections,” followed by a meter release would need to be obtained in order to establish an electrical connection. More information on this topic will be provided at an upcoming meeting.

2. Financial Risk Management Policy/Review – Fiscal Year 2018/2019

The Board Members were advised that Special District Services, Inc. (“SDS, Inc.”), acting in the capacity of District Manager, as part of best management practices and to satisfy annual audit requirements does implement certain measures and procedures to identify and mitigate financial mismanagement/fraud risks, as follows:

a. Each month the District’s operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and

b. Each expenditure from the District’s operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure(s); and

c. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and

d. A designated member of the Board, typically the Chairperson (by an electronic approval procedure), has an opportunity to review the District’s expenditure(s) prior to the payment(s) being released; and

e. The District engages an independent firm, pursuant to Chapter 218.391, *Florida Statutes*, to audit the prior year’s financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and

f. Within sixty (60) days of the end of each fiscal year (September 30th) the District’s Board of Supervisors reviews, pursuant to Chapter 189.418(5), *Florida Statutes*, the prior year’s budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.

3. Staff Report, as Required

There was no Staff Report at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

The Board expressed their concern regarding speeding throughout SW 175th Street and the worry for public safety. Ms. Nguyen advised that SW 175th Street was a County owned right-of-way and the Miami-Dade County Police Department would have to be contacted to monitor vehicular speeding. There was a suggestion for Venetian Parc CDD residents to contact the District Commissioner, Dennis C. Moss.

Mr. Heinrich suggested a public restroom be added to the public park located within the District, near the school that is being built. Ms. Nguyen stated that she would contact the School Board regarding this request.

The Board requested that Staff look into potentially engaging a janitorial service contractor for removing debris throughout the District. Ms. Nguyen stated she would gather proposals on how much the District would need to budget for this line item the following year.

The Board consensus was to hold the November 21, 2019, Regular Board Meeting in order to review the Master Plan provided by Caltran Engineering.

K. ADJOURNMENT

There being no further business to come before the Board, the October 21, 2019, Regular Board Meeting was adjourned at 7:16 p.m. on a **motion** made by Mr. Valdez, seconded Mr. Collings-Bonfill and passed unanimously.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

October 30, 2019



Venetian Parc Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

RE: Venetian Parc Community Development District (the "District")
Parking Improvements

Dear Mr. Romero,

CALTRAN Engineering Group, Inc. (CALTRAN) is pleased to submit the following proposal to provide engineering plans to enhance the parking within the community in subject. This proposal is divided in two (2) tasks as define in the scope of work section.

Contract

THIS AGREEMENT (this "Agreement") is made and entered into on this ___ day of _____, 2019, by and between **CALTRAN Engineering Group, Inc.**, ("Consultant") whose mailing address is 790 NW 107 Avenue, Suite 200, Miami, FL 33172 and _____ ("Client") whose mailing address is _____ for purposes of providing engineering services to complete a traffic evaluation for project referenced.

Article I. Term

The Scope of Work shall commence no later than 5 days after mutual execution of this Agreement (the "Commencement Date") and delivery to CALTRAN through a Notice to Proceed (NTP). The Work shall be completed in within 60 county calendar weeks after the Commencement Date for Task 1. Task 2 will schedule will be discussed upon approval of Task 1.

Article II. Scope of Work

The following Specific items shall be included in the Scope of Work as part of Task 1:

Task 1- Roadway Network Assessment -Master Plan

- Assessment and analysis of the community green area to identify potential locations for additional parking spaces.
- Present complete final Master Plan to board members for approval.
- Present approved Master Plan to Miami-Dade County.

Task 2- Roadway Design

Upon acceptance of the roadway network assessments from Task 1 by the client and Miami-Dade County and in order to prepare sound plans in conformance with the County standards and specifications that a contractor will be able to use to obtain construction permits, the following tasks will be performed.

- Due Diligence with the Miami-Dade County planning and zoning as well as public works
- Prepare an engineering component package using original files following FDOT plans Preparation Manual to include as follows
 - Key sheets
 - Project Layout
 - Roadway plans
 - Signing and pavement markings
 - Drainage
 - Tabulation of quantities as per FDOT pay items
 - Notes
 - MOT Plans with proposed traffic control elements
 - Details among others
- Coordination with Contractor for potential revisions.
- Assistance in preparation of memorandum permit documents as necessary
- Coordination meetings with Client & Contractor (up to 5 meetings)

Article III. Fee Proposal

3.01 Based on the above tasks, CALTRAN can complete Task 1 for a lump sum cost of **\$2,500.00**

3.02 Subject at all times to the other requirements and limitations set forth in this Agreement, Client agrees to make Progress Payments to Consultant.

- (a) **50% of the Contract Price is due within five (5) days of mutual execution of this Agreement and Notice to Proceed, which shall be held as a retainer and shall be applied against the final invoice.**

3.03 Based on the above Task 1 results, CALTRAN can complete the design for Task 2 for an overall design lump sum cost of **\$6,000.00**.

- (a) **50% of the Contract Price is due within five (5) days of mutual execution of this Agreement and Notice to Proceed, which shall be held as a retainer and shall be applied against the final invoice.**

3.04 These figures are limited to the proposed scope provided at the time of notice to proceed and do not include any substantial direct expense such as topographic survey, geotechnical testing and utility exploration or participation in meetings beyond those related to the scope, as well as, potential comments generated by stakeholders which may take place after 6 months of CALTRAN final submittal.

3.05 At such time as Consultant shall desire to obtain any Progress Payment, Consultant shall deliver to Client a request for disbursement (each being hereinafter referred to as a "Request") which shall be paid to Consultant in accordance with this Agreement; provided that Consultant provides to Client partial releases of lien and waivers for the Scope of Work completed by Consultant as of the date of the Request.

3.06 Consultant's signature and submittal of a Request shall comprise Consultant's certification that the Scope of Work for which payment is requested has been completed in accordance with this

Agreement and has been fully paid for or will be fully paid for with the proceeds of the requested advance.

- 3.07 Subject at all times to the other requirements and limitations hereof, Client shall make payment to Consultant not later than fifteen (15) days after Client receives a properly completed Request for Progress Payment from Consultant. Payments outstanding beyond such 15 day period shall incur an interest of 15% per annum or the highest rate allowed by law, whichever is greater, until such time as the outstanding amount is paid in full, in addition to any fees or expenses (including but not limited to reasonable attorneys' fees and court costs) incurred by Consultant in attempting to collect the overdue payment.
- 3.08 Prior to disbursement of the final Progress Payment, Consultant shall deliver final releases of lien from Consultant and all materialmen, contractors, subcontractors, laborers or any other person, firm or corporation for goods delivered or for services performed by them regardless of whether such persons filed a notice to Client.
- 3.09 Contract Price does not include supplementary evaluations such as topographic, structural analyses for not at-graded structures, landscaping, and/or geotechnical inspections. Such supplementary analysis and evaluations could be coordinated by Consultant and billed separately in accordance with Paragraph 3.10 herein below. The Consultant shall advise the need in order to obtain competitive quotes of those services.
- 3.10 In the event Client wishes to have Consultant assist in other supplemental tasks or participate in hearings or meetings beyond those expected under the Scope of Work, this can be addressed with an addendum to this Agreement based on Consultant's hourly rates as follows: \$150.00 per hour for project manager, \$150.00 per hour for senior Staff Engineer, \$80.72 per hour for Traffic Engineer, \$71.14 per hour for CAD Operator and \$45.15 per hour for clerical.

Article IV. Changes in Services

- 4.01 All time limits stated in this Agreement are of the essence. Notwithstanding the foregoing, in the event that (i) Client changes instructions which require revisions to the Project (including but not limited to a change in Client's budget or size of the Scope of Work and/or the Project); (ii) there is a change or revision in any applicable code, law, regulation or official interpretation which necessitates changes to the Project; or (iii) Client's failure to perform as required hereunder, the parties shall agree to an appropriate adjustment in Consultant's schedule and if necessary, the compensation due to Consultant hereunder.
- 4.02 Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires; riots; war or other emergencies or acts of God; failure of any governmental agency to act in a timely manner; failure of performance by Client or Client's consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
- 4.03 If Consultant is delayed at any time in the progress of the Scope of Work by changes ordered in the Scope of Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Consultant's control, or by any cause which Client may determine justifies the delay, then the Completion shall be extended by written change order for such reasonable time as parties may mutually determine. All requests for extensions of time other than those associated with changes in the Scope of Work must be submitted in writing to Client within five (5) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

- 4.04 Any changes in the Scope of Work or any adjustment in the Contract Price or time periods in this Agreement shall only be made upon written change order executed by Client and Consultant. If Consultant proceeds with such changes to the Scope of Work without obtaining a written change order, it shall be assumed that Consultant has performed such Scope of Work at no additional charge. The requirement for written change orders under this Article cannot be waived and it is a condition precedent to Consultant being entitled to any payment for the additional Scope of Work performed. Additional Scope of Work performed by Consultant without authorization of a change order will not entitle it to an increase in the Contract Price or an extension of the date in which completion of the Scope of Work shall occur.

Article V. Ownership of Documents

- 5.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service ("Instruments of Service") for use solely with respect to this Project. The Consultant and the Consultant's consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client paying the Contract Price, Client shall become the owner of the Instruments of Service and Consultant shall provide Client with copies of the Instruments of Service. However, Consultant shall retain the copyrights to the Instruments of Service.
- 5.02 Upon execution of this Agreement, the Client shall have the right to reproduce the Consultant's Instrument of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations set forth in this Agreement, including prompt payment of all sums when due, under this Agreement.
- 5.03 Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants.
- 5.04 Consultant shall retain copies of drawings for its own portfolio and marketing brochures.

Article VI. Termination or Suspension

- 6.01 If Client fails to make payment for services or otherwise materially defaults under the terms of this Agreement, Consultant, at its option, may declare this Agreement in default and may either terminate the Agreement or suspend the work. If Consultant elects to terminate this Agreement, Consultant shall provide Client with written notice of termination as stipulated herein.
- 6.02 Termination for Cause: Either party may terminate this Agreement upon seven (7) days written notice. The party initiating the termination notice must provide the other with a reasonable opportunity to cure, but in no event more than ten (10) calendar days from receipt of written notice.
- 6.03 Termination of Consulting Services Not-for-Cause: Client may terminate Consultant without cause upon seven (7) day written notice of termination. In the event of termination without cause, Consultant shall be compensated for all services actually rendered through the date of receipt of written termination notice in accordance with the terms of this Agreement.
- 6.04 Termination of Professional Services with the Client Not-for-Cause: Consultant may terminate professional Services with the Client, without cause, upon no less than forty-five (45) calendar day written notice.

Article VII. Miscellaneous Provisions

7.01 Insurance

- (a) **Insurance Required.** Consultant shall, at its sole expense, maintain at all times during the performance of the Scope of Work under this Agreement and during the term of this Agreement, and for such additional time as may be required by the Agreement, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the State in which the Property is located, currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best, and under forms of policies consistent with the following provisions: (i) Worker's Compensation coverage in compliance with statutory requirements; and Employer's Liability insurance covering all employees of Consultant, with limits of liability of \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee; (ii) Commercial General Liability on ISO CG 00 01 or equivalent form acceptable to Owner written on an occurrence basis with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year, (iii) Professional Liability/Errors and Omissions Insurance of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, applicable to professional acts, errors and omissions arising out of the Services to be performed under the terms of the Contract; (iv) Automobile Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence covering the liability of Consultant arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated; and (v) Umbrella or Excess Liability insurance following the form of Employer's Liability, General Liability, and Automobile Liability, with minimum limits of \$1,000,000. Consultant shall require all subconsultants to carry the insurance required herein unless otherwise authorized in writing by Client, or the Consultant may, at its option, provide coverage for any or all subconsultants, and, if so, the evidence of insurance submitted shall so stipulate. The client shall be named as an additional insured on subconsultant's insurance policies.

- 7.02 **Betterment:** If due to the Client's negligence, a required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

- 7.03 This Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings between the Consultant and the Client shall take place in Miami-Dade County, Florida.

- 7.04 **Indemnification:** Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non-performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.

- 7.05 The Consultant upon written consent by the Client will be allowed the right to photograph the completed project and to publish photos in the promotion of the Consultant's practice through advertising, public relations, brochures, award competitions, or other marketing materials desired by the Consultant. The material used by the Consultant shall not have any confidential or proprietary information released if the Client has previously advised the Consultant not to divulge said information.

- 7.06 This Agreement and the exhibits and schedules attached hereto and incorporated herein represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only if agreed to by both parties, in writing.

- 7.07 This Agreement is deemed effective only upon execution by both parties. If full execution is not accomplished within forty-five (45) days from the date indicated on page one of this Agreement, the offer set forth by tendering a signed copy of this Agreement shall be null and void.
- 7.08 **Written notice:** Written notice shall be deemed to have been duly served if delivered in person to Consultant or Client or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed at the addressed first listed above.
- 7.09 Any term or provision of this Agreement found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- 7.10 **Amendments:** This Agreement may be amended by the parties only by a written agreement signed by both parties.
- 7.11 **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to court costs and reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 7.12 **Third-Party Beneficiaries:** There are no Third-Party Beneficiaries to this Agreement and nothing contained in this Agreement gives any person(s) or entity(ies) any rights against Consultant or Client, whether as a third-party beneficiary or otherwise.
- 7.13 **Florida Statute 558.0035:** Subject to the provisions of Section 558.0035, Florida Statutes, PURSUANT TO, BUT SUBJECT TO THE CONDITIONS AND LIMITATIONS OF, SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT
- 7.14 **No Personal Liability:** None of Consultant's partners, directors, officers or employees will have any personal liability under or in connection with this Agreement, and Client shall not name them in or seek to join them in any action related to the Services or this Agreement.
- 7.15 **Mandatory Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement will be subject to mandatory pre-suit Mediation that, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for Mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the Mediation. Mediation is a condition precedent to filing an action in a court of law.
- 7.16 **Waiver:** Client and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.
- 7.17 **Limitations:** Consultant's Liability to Client for damages arising out of the services contemplated herein are limited to the sum of the Consultant's fee of \$2,000, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

CONSULTANT

CLIENT

CALTRAN Engineering Group, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____