

City of Coral Gables

DEPARTMENT OF PUBLIC WORKS



2800 SW 72nd Avenue
Miami, Florida 33155
Tel: 305.460.5000

- REQUISITION FOR PURCHASE ORDER REQUISITION FOR CHECK REQUEST
 CHANGE ORDER BUDGET ADJUSTMENT

Project Manager: Ernesto Pino		Date: 07/09/2021
Project Name: New Parking Garage 1 Mobility Hub Project		
Project description: Architectural & Engineering Services		
Account #: 460-9600-545-62-00	Amount Requested: \$ 2,000,000.00	
Budget Project String: <i>c-garage-1.2-design.dsgn-rec</i>		
Queues: 15 47 61	<input type="checkbox"/> CAP <input type="checkbox"/> EM <input type="checkbox"/> IT	
Vendor Name: M. Arthur Gensler Jr. & Associates, Inc.,		Vendor #: 034207
Procurement Authority:		Change Orders / Budget Adjustments:
<input type="checkbox"/> \$1,001 - \$9,999; document (3) verbal quotes	<input type="checkbox"/> Change Order to PO #:	
<input type="checkbox"/> \$10,000 - \$24,999; attach (3) written quotes	<input type="checkbox"/> Budget adjustment Amount:	
<input type="checkbox"/> Over \$25,000; Contract #: <i>RFQ 2020-021</i>	From Account:	
<input type="checkbox"/> Sole Source; attach back-up documentation	To Account:	
Approval Signatures:		
<input checked="" type="checkbox"/> Project Manager: <i>[Signature]</i>	Date: 07/09/2021	
<input type="checkbox"/> Division Supervisor/Chief:	Date:	
<input type="checkbox"/> Assistant Director:	Date:	
<input type="checkbox"/> Director/Deputy Director: <i>[Signature]</i>	Date: <i>07/09/2021</i>	
For Requestor Only:		
Requisition #:	Date:	
Notes: See enclosed signed PSA RFQ 2020-021, Exhibit B-Pricing Schedule, and Insurance Verification.		
Other Requirements:		
<input checked="" type="checkbox"/> Verified Vendor Insurance	<input type="checkbox"/> Consultant Justification is Attached, if Applicable	

PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021

DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 8th day of June, 2021, between the City of Coral Gables (hereinafter called the City"), and M. Arthur Gensler Jr. & Associates, Inc., (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to provide Design Consultant Services for state-of-the-art Mobility Hub to the City (the "Project"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional from the date the Agreement is fully executed until the conclusion of the Construction Administration phase of the project.

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter until the conclusion of the Construction Administration phase of the project or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

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1.3 **Duties and Responsibilities/Priority of Interpretation.** The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Work – Exhibit A
- b) Pricing Schedule - Exhibit B
- c) Professional 's Response to RFQ – Exhibit C
- d) Insurance Certificates – Exhibit D
- e) Appendices A and E – Exhibit E

1.3.1 **The City shall be responsible for the following:**

1. Assigning a City Project Manager to be the point of contact for the professional.

2. Establishing the budget and priority of the scope of work for each assignment.

3. Providing the professional all relevant information testing or data or providing for a means to the professional to procure the required data to complete the scope of services.

4. Provide direction and authorization to proceed so that the scope of service can be complete in a timely manner.

During the Agreement Period, the Professional will serve as an independent contractor to the City and will assist the City in the Scope of Services (Section 2.0) with the terms, conditions and specifications contained in the RFQ. The Professional shall serve as a consultant to the City departments to recommend contract awards to best meet overall community short-term and long-term goals, pursuant to the RFQ.

1.4 **Background Investigation.** The Professional agrees that its employees working on the Project including the Professional may be subject to an annual background investigation.

1.5 **Medical, Drug Screening and Check-ups.** All Professionals, their employees, agents and sub consultants working on the Project must abide by the City's Drug Free Work Place Policy at Professional 's expense.

1.6 **Driver's License.** At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee,

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agent or sub consultant working on the Project and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida.

1.7 **Confidential Information.** The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement, which is not publicly available, shall not be revealed to any other persons, firm or organizations except as required by law.

1.8 **Most Favored Public Entity.** The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 **Basic Services.** The duties and responsibilities are outlined in the RFQ.

2.2 **Reporting.** The Professional shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Professional shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 **Availability of Professional.** The Professional shall endeavor to make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 **Basic Compensation.** In full consideration of the services of the Professional hereunder, the Professional shall be paid at a rate stipulated for each of the services described on the RFQ pricing schedule (Exhibit B); here attached. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee and shall be in accordance with applicable City and State regulations.

3.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL

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HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 **Agency.** Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 **Defense, Indemnification, & Hold Harmless.** To the fullest extent permitted by laws and regulations, the Professional shall, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) to the extent caused by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any subconsultant or subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any subconsultant or subcontractor or any person or organization directly or indirectly employed by Professional) is found to have acted willfully, intentionally, recklessly, or negligently in the performance of this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

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4.5.1 In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Professional, any subconsultant, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

4.6 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Professional will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Professional will reimburse the CITY at the prevailing market rate for similar legal services subject to Section 4.5 above.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Professional or any other party, Professional will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Professional will reimburse CITY on a per hour basis as follows:
 - Mayor or City Commissioner\$300.00 per hour
 - City Manager.....\$250.00 per hour
 - An Assistant City Manager or Department Director\$250.00 per hour
 - An Assistant Department Director.....\$100.00 per hour

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- City Attorney or Deputy City AttorneyPrevailing market rates
- Other City employees\$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement. Notwithstanding any other language to the contrary, professional liability insurance is not required to be primary and non-contributory.

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b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

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

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate, subject to Professional's consent. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. The City shall be named as an additional insured on a primary and non-contributory basis for the General and Auto Liability Policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Office of Labor Relations and Risk Management prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

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VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Professional acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any City employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement. The Professional affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, the Professional shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Professional has not given all required notices and obtained a written a change order when required.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable Professional under similar circumstances ("Standard of Care") and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel pursuant to the Standard of Care.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

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8.2 It is understood that the Professional shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information (but not Professional's pre-existing intellectual property) shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

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XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134
cc: City Attorney

Notice as to the Professional shall be to:

Carlos Valera, Managing Director/Principal-in-Charge
M. Arthur Gensler Jr. & Associates, Inc.
801 Brickell Avenue, Suite 2300
Miami, FL 33131
Office: 305-350-7070 / Cell: 305-509-0047
Email: carlos_valera@gensler.com

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies, but not Professional's pre-existing intellectual property) produced or developed by Professional or sub consultants, whether finished or not, shall become City

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property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 14.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and

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made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

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20.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, 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 Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In

PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021

DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB

the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

28.4 In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion subject to Section 15.1, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR

PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021

DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB

COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

**XXXI. FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, *et seq.***

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Professional acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Professional also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Professional agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

XXXII. HEADINGS

32.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

XXXIII. WAIVER OF CONSEQUENTIAL DAMAGES

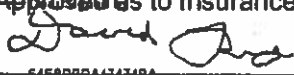
33.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021

DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB

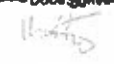
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:



David J. Ruiz
Risk Management Division

Approved by Department Head or head of negotiations team as to the negotiated business terms




Hermes Diaz
Director, Public Works

Approved as to compliance with Applicable Procurement Requirements:




Celeste S. Walker-Harmon
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:




Diana M. Gomez,
Finance Director

AS TO CITY:

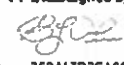


Peter J. Iglesias, P.E.
City Manager



Eduardo Santamaria
Assistant City Manager

ATTEST:



Billy Y. Urquia
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Miriam Soler Ramos
City Attorney

ATTEST:



Corporate Secretary

Print Name: Philippe Phaneuf

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____

AS TO PROFESSIONAL



President

Print Name: Carlos Valera



PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021**DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB****EXHIBIT B
PRICING SCHEDULE**

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

D.1 **Basic Services.** Compensation for Basic Services of listed disciplines will be the lump sum of Two Million dollars (\$ 2,000,000).

D.1.1 **Summary of Professional Fees by Discipline.** Total fees for base services as requested are summarized below.

<u>Line Item Activity</u>	<u>Subtotal \$Fee</u>	<u>\$Fee</u>	<u>Total \$Fee</u>
1. Program Verification Phase ¹	\$ 0	\$ 0	
Basic Services			
2. Architectural & Engineering ²	\$ 1,620,500	\$ 1,620,500	
Consultant Services			
3. Landscape Architecture ³	\$ 30,000		
4. Civil Engineering ⁴	\$ 80,000		
5. Community Engagement ⁵	\$ 72,000		
6. Parking Garage Consultant ⁶	\$ 47,000		
7. Cost Estimation ⁷	\$ 72,500		
8. LEED & ParkSmart Certification ⁸	\$ 78,000	\$ 379,500	
Total Programming, Basic and Consultant Services			\$2,000,000

¹ included in Basic for known program elements from Concept Brief

² Includes Structural, HVAC, Plumbing, Electrical, Fire Alarm, Fire Sprinklers. Also includes collaboration with the City's Construction Manager,

³ includes Ground Level improvements and Irrigation.

⁴ Water, Sanitary, Storm Sewer, Paving & Drainage. Traffic Analysis along Andalusia Avenue not included in Base.

⁵ includes Advisory Boards and Community meetings

⁶ includes Parking Access and Revenue Controls, Audio Visual, Information Technology and Dynamic Wayfinding, in collaboration with City's approved vendors.

⁷ includes ROM estimates at SD, DD, 50% CD and 100% CD phases.

⁸ Includes ParkSmart and LEED Silver Certification with Fundamental Commissioning. Registration fees and Advance Commissioning if selected. are treated as a reimbursable cost.

PROFESSIONAL SERVICES AGREEMENT # RFQ 2020-021

DESIGN CONSULTANT SERVICES FOR STATE-OF-THE-ART MOBILITY HUB

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates. Rates are subject to normal escalation on a yearly basis. Fees for team members identified in the RFQ response are shown as an additional Exhibit.

1) Principal	\$225 - \$350
2) Design Director	\$160 - \$300
3) Technical Director	\$170 - \$300
4) Design Manager	\$150 - \$250
5) Senior Designer	\$150 - \$250
6) Senior Project Manager	\$150 - \$250
7) Intermediate Designer/Engineer	\$120 - \$200
8) Project Architect/Engineer	\$120 - \$200
9) Junior Designer/Engineer	\$ 90 - \$150
10) Architect	\$ 90 - \$150
11) Administrative	\$ 90 - \$120

D.3 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- a) Reproduction during design and construction, shipping, handling, and delivery.
- b) Mileage, tolls, cab/share-ride fares, and parking for out-of-town consultants
- c) Renderings, models, mock-ups, and photography.
- d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- e) Authorized out-of-town travel, including travel time and reasonable living expenses.
- f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project, including without limitation, reproduction costs for providing copies of the deliverables described in Section B.1, will be based on amounts invoiced to Gensler, plus ten percent (10%). Approved Reimbursable Expenses for this agreement are capped at Five Percent (5%) of the total fee provided in D.1 above. Any approved Reimbursable Expenses over the initial cap will be provided by a cap extension by the Client if needed.

D.4 Consultants. Compensation for consultants will be based on amounts invoiced to Gensler, plus ten percent (10%), to compensate Gensler for costs commonly incurred relating to consultant liability, management of consultants' services, and administration of consultants' contracts.

D.5 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

CORAL GABLES STATE-OF-THE-ART MOBILITY HUB
Scope/Fee Analysis
 5/17/2011

Reported	3.0% 4 wks Program Verification	1.4.0% 8 wks Schematic Design	28.0% 12 wks Design Development	1.4.0% 6 wks 50% Contract Docs	1.4.0% 6 wks 100% Contract Docs	0.0% 8 wks Bidding & Negotiation	25.0% 72 wks Construction Administration	2.0% 8 wks Final Punch	100.0% 174 wks Subtotal/Item
BASE SCOPE FOR CURRENT PROGRAM									
1	Programming and design of this project will include and follow the components under the Scope of Work section of the RFP including the activation of the rooftop level and the consideration of a heliport. This phase will require meeting with City staff and Consultants to arrive at a well thought out program for the Project.	\$ 60,204							\$ 48,204
2	Architectural & Engineering Basic Services shall consist of Schematic Design, Design Development, Construction Documents, and Construction Administration. The basic services shall include architectural, structural, electrical, fire alarm, fire protection, mechanical, plumbing, and all other requirements set forth on the Florida Building Code, FAA, and any other applicable design standards.								
2a	Architecture	\$ 1,002,500	\$ 30,075	\$ 280,700	\$ 140,350	\$ 140,350	\$ 250,625	\$ 20,050	\$ 1,007,500
2b	Structural Engineering	\$ 320,000	\$ 9,600	\$ 89,600	\$ 44,800	\$ 44,800	\$ 80,000	\$ 6,400	\$ 320,000
2c	Mechanical, Plumbing, Electrical, Fire Prot., LEED Doc & Energy Modeling	\$ 298,000	\$ 8,940	\$ 83,440	\$ 41,720	\$ 41,720	\$ 74,500	\$ 5,960	\$ 298,000
2i	Additional Project Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Basic Services and Basic Consultants and Program Verification	\$ 1,620,500	\$ 48,615	\$ 453,740	\$ 226,870	\$ 226,870	\$ 405,125	\$ 32,410	\$ 1,620,500
1b	Enhanced Programming (Add 4 wks) OMITTED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Landscape architecture and irrigation services including hardscape design.	\$ 30,000	\$ 900	\$ 8,400	\$ 4,200	\$ 4,200	\$ 7,500	\$ 600	\$ 30,000
4a	Civil engineering services to design and prepare construction documents for the required Civil and Site improvements, obtain permit review approvals associated with those improvements, to include construction phase services. This phase to include traffic analysis, water, sanitary, and storm sewer design, paving and drainage.	\$ 80,000	\$ 2,400	\$ 11,200	\$ 11,200	\$ 11,200	\$ 20,000	\$ 1,600	\$ 80,000
7	Create a plan for stakeholder and community engagement with schedules for public and directed stakeholder meetings. Stakeholder meetings will include community boards such as the Parking Advisory Board, Economic Development Board, Transportation Advisory Board, Parks Advisory Board, Sustainability Board, Chamber of Commerce and the Business Improvement District.	\$ 71,000	\$ 2,160	\$ 10,080	\$ 10,080	\$ 10,080	\$ 18,000	\$ 1,440	\$ 71,000
8	Parking Garage Consultant design services for the PARCS (Parking Access and Revenue Control System), garage geometrics and traffic analysis as well as static and dynamic wayfinding signage for garage portion of the project.	\$ 47,000	\$ 1,410	\$ 6,580	\$ 6,580	\$ 6,580	\$ 11,750	\$ 940	\$ 47,000
9	Prepare order of magnitude construction cost estimates at SD completion, DD completion, at 50% CD's and 100% CD's.	\$ 72,500	\$ 2,175	\$ 10,150	\$ 10,150	\$ 10,150	\$ 18,125	\$ 1,450	\$ 72,500
10	Project to achieve Partners and LEED Silver Certification.	\$ 35,000	\$ 1,050	\$ 4,900	\$ 4,900	\$ 4,900	\$ 8,750	\$ 700	\$ 35,000
	Partners (55,700 Registration)	\$ 25,000	\$ 750	\$ 3,500	\$ 3,500	\$ 3,500	\$ 6,250	\$ 500	\$ 25,000
	Fundamental Commissioning (Baumann) (Reimb-15,750)	\$ 18,000	\$ 540	\$ 2,520	\$ 2,520	\$ 2,520	\$ 4,500	\$ 360	\$ 18,000
	Advanced Commissioning (Baumann) Remove and add later if needed	\$ 7,000	\$ 210	\$ 980	\$ 980	\$ 980	\$ 1,750	\$ 140	\$ 7,000
	Specialty Consultants, Inc Program Verification	\$ 78,000	\$ 2,544	\$ 10,920	\$ 10,920	\$ 10,920	\$ 19,500	\$ 1,560	\$ 78,000
		\$ 379,500	\$ 11,589	\$ 53,130	\$ 53,130	\$ 53,130	\$ 94,875	\$ 7,590	\$ 379,500
	Basic Services, Programming and Specialty Consultants	\$ 2,000,000	\$ 60,204	\$ 560,000	\$ 280,000	\$ 280,000	\$ 500,000	\$ 40,000	\$ 2,000,000

CG MOBILITY HUB (listed in RFP response)

6-May-21

Firm	Staff Name	Role	Hourly Rate (\$/hr.)
Gensler	Carlos Valera	Principal-in-Charge	\$ 300 00
	Sergio Bakas	Project Manager	\$ 250 00
	Shamim Ahmadzadegar	Design Director	\$ 300 00
	Dylan Jones	Architect	\$ 225 00
	Donald Ghent	Technical Director	\$ 350 00
	Tim Hudson	Architect	\$ 275 00
	Saybel Guzman	Graphic Designer	\$ 170 00
Alpha	Jesus Martinez	Project Manager	\$ 247 14
	Carmen Olazabal	Engineer, Outreach Specialist	\$ 250 11
	James Colfelt	Structural Engineer	\$ 248 00
	Jason Backover	Cost Estimator	\$ 170 85
	Timothy Walton	Structural Engineer	\$ 148 59
	Johann Dobak	Civil Engineer	\$ 220 86
	Ashleigh Weatherly	Sr. Structural Engineer	\$ 230 00
	Gilberto Rosado	Civil Engineer	\$ 214 20
TLC	Erick Gonzalez	Principal-in-Charge	\$ 256 91
	Ralph Baeza	PM, Electrical Engineer	\$ 196 65
	Vincint McNish	Mechanical Engineer	\$ 154 74
	Jorge Reyes	Mechanical Engineer	\$ 195 41
	JC Perez	Technology PM	\$ 145 53
KHA	George Puig	Landscape Architect	\$ 260 00
	Benjamin Johnson	Landscape Analyst	\$ 130 00

Search

Insured

Vendor Number

034207

Genster (CE00003114)

Active Records Only

Advance Search

Name:	Genster
Account Number:	CE00003114
Address:	500 South Figueroa Street, Los Angeles, CA, 90071
Status:	<u>Compliant with minor/expiring deficiencies.</u>

- Insured Tasks** **Admin Tools**
- View ▾
- Insured
 - Notes
 - History
 - Deficiencies
 - Coverages
 - Requirements
 - Queue a Call
- Help ▾
- Video Tutorials ▾

Insured ▾

Account Information

Account Number:	CE00003114
Risk Type:	Minimum Insurance Requirements w/ Professional
Do Not Call:	Address Updated:

Address Information

Mailing Address	Physical Address
Insured:	Genster
Address 1:	500 South Figueroa Street
Address 2:	
City:	Los Angeles
State:	CA
Zip:	90071

Contract Information

Contract Number: RFQ # 2020-021 Design Consultant - Mobility Hub

Contract Start Date: **Contract End Date:**

Contract Effective Date: **Contract Expiration Date:**

Description of Services: **Safety Form II:**

Contract Information

Contact Name: Carlos Valera **Misc:**

Phone Number: (305) 350-7070 **Alt Phone Number:**

Fax Number:

E-Mail Address: carlos_valera@gensler.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: No

Indemnification Agreement: No

Tax Id:

This Account created by WYG on 01/04/2021.

