

Memorandum



Date: May 2, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 3(B)(2)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Ratification of Contract Award and Execution of a Contract with Munilla Construction Management, LLC., d/b/a MCM, for the Design-Build Services for Cruise Terminal F Upgrades at PortMiami

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor in awarding and executing a contract with Munilla Construction Management, LLC d/b/a MCM, for the Design-Build Services for Cruise Terminal F Upgrades at PortMiami - Project No: 2015-055; Contract No: DB15-SEA-01 (Terminal F Contract). The Terminal F Contract was authorized under Section 2-8.2.15 of the Code of Miami-Dade County related to Miami-Dade Seaport Department's Capital Improvement Program Expedite and Acceleration Ordinance (Seaport Acceleration Ordinance).

Multi-Year Capital Plan Project

This recommendation to ratify the Award (attached as Exhibit A to the accompanying Resolution) and execution of the Terminal F Contract (attached as Exhibit B to the accompanying Resolution) is based on the need to accommodate a range of new vessels. In order to meet the additional passenger volumes, the terminal size, baggage screening, passenger drop-off and pick-up areas, parking and roadway, and provisioning areas at Terminal F need to be expanded and improved to provide a state-of-the-art Cruise Terminal, which will support port operations that are evolving as the industry advances. This item requests ratification of the Terminal F Contract award and approval of the Terminal F Contract with a substantial completion date of December 1, 2017, and a final contract completion date of March 1, 2018.

Scope

PortMiami is located within District 5, which is represented by Commissioner Bruno A. Barreiro. The impact of this capital project, awarded through Seaport's Acceleration Ordinance, has a countywide impact as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Fiscal Impact/Funding Source

The fiscal impact will be \$37,591,204.98, which includes a 10 percent contingency allowance account of \$3,315,800.20. The fiscal impact to operations and maintenance are anticipated to be less than \$2,000.00 and \$3,000.00 per month respectively. This capital project is included in the Adopted Multi-Year Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018 (Project 2000000060). The index code for this project is SP421CTFUP and the funding source is Seaport Bonds.

Delegation of Authority

The County Mayor or County Mayor's designee has been granted authority to execute and implement the MCM Award and Terminal F Contract through Resolution No. R-386-16 as

well as under the Seaport Acceleration Ordinance codified as Section 2-8.2.15 of the Code of Miami-Dade County. The Seaport Acceleration Ordinance delegates the authority to award contracts, execute contracts, execute change orders, provided the change order is no more than 10 percent of the base contract amount, resolve claims, cancel and terminate contracts, and manage the contract's implementation.

Track Record/Monitor

The Seaport Department's Assistant Director of Capital Improvements, Elizabeth Ogden, R.A., LEED AP, will oversee the implementation of this project.

Background

On April 5, 2016, the Board approved Ordinance No. 16-38 authorizing the County Mayor or County Mayor's designee to award, execute and implement contracts for previously funded capital projects and related goods and services for projects identified in the Seaport's Multi-Year Capital Plan's Capital Improvements Program, without the need for prior Board approval, but subject to ratification by the Board. The accelerated approval process, provided through Seaport's Acceleration Ordinance, reduces the time period to award a contract by approximately 60 days to assist the Seaport Department in meeting tenant commitments and project deadlines.

In order for a project and contract to be awarded, executed and managed under the Seaport's Acceleration Ordinance, the Board must first approve a resolution expressly approving the specific project in question for contract award execution, and management under the Ordinance.

Attachments



Jack Osterhoff, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 2, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

Please note any items checked.

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

Approved _____ Mayor

Agenda Item No. 3(B)(2)

Veto _____

5-2-17

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING THE CONTRACT AWARD TO, AND EXECUTION OF THE CONTRACT WITH, MUNILLA CONSTRUCTION MANAGEMENT, LLC., DBA MCM, FOR THE DESIGN-BUILD SERVICES OF CRUISE TERMINAL F UPGRADES AT PORTMIAMI IN AN AMOUNT NOT TO EXCEED \$37,591,204.98, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$3,315,800.20; RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S PRIOR EXECUTION OF THE SAME PURSUANT TO SECTION 2-8.2.15 OF THE CODE OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION, TERMINATION, AND ALL OTHER COUNTY RIGHTS AND PROVISIONS CONTAINED THEREIN

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

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

Section 1. This Board approves and ratifies the actions of the County Mayor or County Mayor's designee in awarding and executing the Contract Award (Exhibit A hereto) and Contract (Exhibit B hereto) with Munilla Construction Management, LLC., DBA MCM, for the Design-Build Services of Cruise Terminal F Upgrades, Project No. 2015-055 and Contract No. DB15-SEA-01, in an amount not to exceed \$37,591,204.98, inclusive of the contingency allowance of \$3,315,800.20 ("Contract"), in substantially the form attached hereto and made part hereof.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to exercise the cancelation, termination and all other County rights in the Contract.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of May, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Richard Seavey

EXHIBIT A

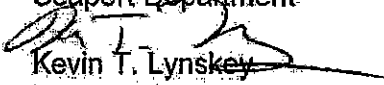
**TERMINAL F CONTRACT AWARD
("MCM AWARD")**

Memorandum



Date: September 26, 2016

To: Juan Kuryla
Director
Seaport Department

From: 
Kevin T. Lynskey
Deputy Director
Seaport Department

CLERK OF THE BOARD
2016 SEP 29 PM 3: 52
CLERK CIRCUIT & COUNTY CLK
MIAMI-DADE COUNTY, FLA
#1

Subject: Contract Award Recommendation for Cruise Terminal F Upgrades - Project No: 2015-055; Contract No: DB15-SEA-01, to Munilla Construction Management LLC DBA MCM

Recommendation

This Recommendation for Award for Design-Build Contract Number DB15-SEA-01 between Munilla Construction Management LLC DBA MCM and Miami-Dade County (County) has been prepared by the Seaport Department (PortMiami), and is recommended for approval for a total contract amount not to exceed \$37,591,204.98, inclusive of a contingency allowance amount of \$3,315,800.20.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

Authority to exercise the time extension and allowance account options limited to ten percent of the contract term and amount.

Authority to amend and/or extend the Contract to complete any unfinished work, waive liquidated damages, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amount or \$1,000,000.00, whichever is lower.

Authority to exercise the cancellation provisions in the contract.

Section 13.12 of the Design-Build Contract stipulates that any and all disputes shall be decided by the Director of PortMiami after a transcribed hearing, and subject to review by the Appellate Division of the Circuit Court in and for Miami-Dade County.

Authority to exercise all other provisions and County rights contained in the contract.

Scope

PROJECT NAME: Cruise Terminal F Upgrades

PROJECT NO: 2015-055

CONTRACT NO: DB15-SEA-01

PROJECT DESCRIPTION: The Design-Builder shall provide professional services, which include Port and Waterway Systems Architectural and Engineering (A/E), Planning, Design, Construction and Post Design Services for the expansion of Cruise Terminal F. These services are required to provide state of the art facilities to support port operations that are evolving as the industry advances.

The project may include upgrades from all or some of the following components: Provisional Operations; Horizontal and Vertical Circulation Systems; Connection of Passenger Boarding Bridges (PBBs); Site Development; Wharf Access; Intermodal Areas; Ancillary Roadways; Parking Facilities; Restrooms; Canopies; Wayfinding; Life Safety; ADA Accessibilities; Landscaping; Operational and Security Enhancements, including checkpoints; Access Control; Furniture, Fixtures and Equipment (FFE), and all related infrastructure; building and structure work ancillary to the basic work scope.

The selected Design-Build Team shall provide all the necessary investigations; surveys; site investigation; studies; modeling; architectural and engineering designs; including analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; civil design, structural engineering; mechanical, electrical and plumbing (MEP) engineering; audio/visual design; cost estimates; schedules; coordination with baggage carousels, PBBs; Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; inspections; construction, construction administration; review of shop drawings; commissioning; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards; comply with PortMiami Security requirements; PortMiami Design Guidelines, PortMiami Wayfinding Standards, United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS) and County Implementing Order No. 8-8 "Sustainable Building Program," where all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System and the participation of experience LEED®AP professional is required in order to achieve optimum results in the application of said practices.

The applicable trades for the construction portion of the project may include, but is not limited to, the erection of a two or three story

structure, glass curtain wall system, concrete floor slabs, roofing assembly, framing, vertical circulation core systems (i.e., elevators, escalators and stairs), interior partitions, drywall and finishing, various ceiling finishes, painting, heating, ventilation and air conditioning systems, Information Technology (IT) systems and conduits with fiber optic cables, security systems with components, (i.e., cameras and card), readers, connections to explosive detection systems for baggage (supplied by owner), body and baggage scanners (supplied by owner), central paging system, asphalt paving, curbs, drainage, bollards, landscaping with irrigation system, plumbing systems, electrical/electronic systems, fire protection, and alarm system.

The project is located at Cruise Terminal F and the surrounding site, PortMiami. All scope of work will be conducted within an operationally active and secured area. The design and construction services rendered by the Design-Builder are intended to result in a complete, functional, and operable state of the art Cruise Terminal consisting of the following four areas of work:

- Area 1 may include, but is not limited to the existing Cruise Terminal F complex requiring the reconfiguration and renovation of its three-story passenger terminal. The existing ground floor may functionally remain the same; however, may include demolition to open up/reconfigure a more flexible, efficient baggage laydown area, a secured embark bag drop/X-ray and baggage hold area. It is planned that the existing baggage conveyance system may be removed along with the existing epoxy finish to be replaced with polished concrete. The existing second level of Cruise Terminal F may primarily become a large waiting/seating area with direct access to the third level, sterile passenger concourse and PBB's.

It is the intent that the existing vertical "cores" (i.e., elevators, escalators and stairs, etc.) and existing infrastructure may remain intact and/or refurbished and utilized for the expansion. It is also the intent that the majority of the existing structural, mechanical, electrical, and plumbing systems remain intact with the exception that certain upgrades may be required to the existing fire protection/alarm systems.

- Area 2 may include, but is not limited to the construction of a new two-story (possibly three stories) addition immediately east of Cruise Terminal F of adequate size to accommodate new vessels. This new building may accommodate the passenger embarkation functions: Embark Passenger Security (ground floor); curbside restrooms; support office/ancillary spaces; and Passenger Check-in (second

Floor), with direct access to the waiting areas within the existing second floor terminal. To accommodate the new building, a limited portion of the existing "S" curved roof, which currently covers an existing provisioning area, may be demolished. The balance of the existing roof may remain.

- Area 3 may include, but is not limited to, a third level sterile concourse extension leading to the PBBs, which will be extended eastward to accommodate the new ships. It is anticipated that the north façade, facing the ship, be designed with flexibility in mind regarding the operable glazing system, to accommodate the connection to the sterile concourse area.

- Area 4 may include, but is not limited to the reconfiguration of an existing open lot area south of the new embarkation building (Area 2) to accommodate a new Ground Transportation Area (GTA)/Intermodal Area for the staging of additional buses; along with an upgrade and expansion of drop-off zone(s) for taxis, limos and cars. Included in this area are canopies, lighting, Wayfinding, architectural landscaping and required drainage.

PROJECT LOCATION: Dante B. Fascell Port of Miami Dade

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#3000082	1015 N AMERICA WY	5	\$37,591,204.98	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Expedite Resolution R-386-16 and Miami-Dade Seaport Department Capital Improvement Programs Expedite and Acceleration Ordinance Section 2-8.2.15 of the Code of Miami-Dade County.

ISD A&E PROJECT NUMBER: DB15-SEA-01

USING DEPARTMENT: Seaport Department

MANAGING DEPARTMENT: Seaport Department

Fiscal Impact / Funding Source

FUNDING SOURCE:	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Seaport Bonds	2000000060	#3000082	\$37,591,204.98

OPERATIONS COST IMPACT / FUNDING: This project is an expansion of an existing cruise terminal, which will increase cruise business by accepting larger vessels including MSC Cruises SA's, the Seaside. Throughout the life of the asset, increases in operational costs are minimal and are anticipated to be less than \$2,000.00 per month. The funding source is Seaport revenues.

MAINTENANCE COST IMPACT / FUNDING: This project is an expansion of an existing cruise terminal, which will increase cruise business by accepting larger vessels including MSC Cruises SA's newest ship, the Seaside. Throughout the life of the asset, increases in maintenance costs are minimal and are anticipated to be less than \$3,000.00 per month. The funding source is Seaport revenues.

LIFE EXPECTANCY OF ASSET: The life expectancy of the asset is 60 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	2000000060- NEW CRUISE TERMINAL AND UPGRADES Book Page:137 Funding Year: Adopted Capital Budget for FY 15-16, FY 2015-16 Funds (Seaport Bonds)	\$6,390,504.00
	2000000060- NEW CRUISE TERMINAL AND UPGRADES Book Page:137 Funding Year: Adopted Capital Budget for FY 15-16, FY 2016-17 Funds (Seaport Bonds)	\$25,937,931.00

<u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
2000000060- NEW CRUISE TERMINAL AND UPGRADES	\$5,262,769.98
Book Page:137 Funding Year: Adopted Capital Budget for FY 15-16, FY 2017-18 Funds (Seaport Bonds)	

CAPITAL BUDGET PROJECTS TOTAL: \$37,591,204.98

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Lead A/E	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Lead A/E	5.03	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL DESIGN
Lead A/E	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Lead A/E	22.00	ADA TITLE II CONSULTANT
Other	1.04	TRANSPORTATION PLANNING - PORT AND WATERWAY SYSTEMS PLANNING
Other	5.04	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL EQUIPMENT DESIGN
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
YES - LEED CERTIFIED

NTPC'S DOWNLOADED: 153

PROPOSALS RECEIVED: Step 1: Four (4) Proposals received on December 21, 2015
 Step 2: One (1) Proposal received on May 9, 2016

TOTAL CONTRACT PERIOD: Final Completion January 16, 2018
 Substantial Completion November 2017
 Excludes Warranty Administration Period

CONTINGENCY PERIOD: 53 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: \$33,450,182.24 Estimated Construction Cost \$30,409,256.58
 Estimated (A/E) Cost \$ 3,040,925.66

BASE CONTRACT AMOUNT: \$33,158,002.00 Actual Construction Cost \$29,930,252.00
 Actual (A/E) Cost \$ 3,227,750.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

TYPE	PERCENT	AMOUNT	COMMENT
Design	10%	\$3,315,800.20	
Build			

ART IN PUBLIC PLACES: \$518,797.74 1.50%

PERMIT FEES: \$598,605.04 2.00%

TOTAL DEDICATED ALLOWANCE: \$1,117,402.78

TOTAL AMOUNT: \$37,591,204.98

Track Record / Monitor

SBD HISTORY OF None

VIOLATIONS:

EXPLANATION: The following award recommendation is to MCM, the sole firm that submitted a technical and price proposal pursuant to a full and open competition for Design-Build Services for the Cruise Terminal F expansion project. On May 17, 2016, the Board of County Commissioners formally authorized that this project be awarded under the Port of Miami Expedite Ordinance because of its time sensitivity. As detailed below, four (4) firms submitted qualifications for this project, with three (3) electing to not submit technical and price proposals.

This project is complex, as it involves construction over the Port of Miami Tunnel right-of-ways and during an active cruise season. More importantly, the project is time challenged, as nearly \$38 million of construction must be completed in approximately fourteen (14) months. Substantial completion is scheduled for November 2017, prior to the December arrival of the MSC Seaside, so that systems can be properly tested and receive a temporary certificate of occupancy. Failure to complete the project on schedule results in \$2 million of liquidated damages, with an additional \$5,000 daily delay penalty. As a result of these challenges, only one firm, MCM, submitted a price proposal. MCM has previously completed a cruise terminal expansion project at PortMiami that included similar time constraints and liquidated damages.

On November 19, 2015, a Request for Design-Build Services was issued under full and open competition. On December 21, 2015, the Clerk of the Board received four (4) proposals for the Step 1: "Evaluation of Qualifications" submittal.

At the Step 1 meeting held on January 21, 2016, the Competitive Selection Committee (CSC) appointed by the County Mayor reviewed and ranked the four (4) proposals received. All four (4) firms were found compliant with the Technical Certification and Small Business Enterprise (SBE) requirements established for this solicitation. All four (4) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. The final qualitative rankings for the four (4) firms were as follows: Firm No. 1, The Haskell Company (Haskell) received 461 points, Firm No. 2, Odebrecht Construction, Inc. (Odebrecht) received 461 points, Firm No. 3, Munilla Construction Management LLC dba MCM, received 454 points, and Firm No. 4, Suffolk Construction Company, Inc. (Suffolk) received 441 points.

In accordance with Administrative Order 3-39, the tiebreaker utilized to

break the tie for first and second place was the total qualitative score for Criterion 1A – Qualifications of the firms including the team members associated to the project. The qualitative score for Odebrecht was 241 points and 234 points for Haskell, resulting in a first place ranking for Odebrecht, and a second place ranking for Haskell. In addition, Local Preference was applied to the Step 1 meeting, which promoted MCM to second place and Suffolk to third place. As a result, Haskell moved to fourth place. Based on the CSC's professional expertise and by a unanimous vote, the CSC shortlisted all four (4) firms to submit a technical and price proposal for the Step 2: "Technical and Price Proposal Evaluation".

On March 25, 2016, the Design Criteria Package was made available to all four (4) advancing firms to submit a technical and price proposal for Step 2. On May 9, 2016, the Clerk of the Board received only one (1) technical and price proposal, from MCM. Subsequently, MCM was found in compliance with the SBE requirements established for this solicitation.

The Step 2 meeting with oral presentations was held on May 20, 2016. The firm was evaluated in accordance with Administrative Order 3-39. Local Preference was not applied to the Step 2 process because MCM was the lone proposer. The final qualitative ranking for Firm No. 1, MCM was 476 points. Based on the above results, the CSC recommended that negotiations be conducted with MCM. The County Mayor's Designee, the Director of the Internal Services Department (ISD), concurred with the CSC and on June 9, 2016, the first negotiation meeting was held. After eleven (11) negotiations, the Negotiation Committee arrived at a lump sum price that was fair and reasonable to provide professional design-build services for the expansion of Cruise Terminal F.

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, PortMiami staff exercised due diligence to determine Design-Builder responsibility for MCM. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Design-Builder's responsibility. In addition, PortMiami staff compiled information regarding MCM's prior experience with the County. There are sixteen (16) evaluations on record in the Capital Improvements Information System for MCM with an average rating of 3.5 out of a possible 4.0 points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of \$37,591,204.98, to Munilla Construction Management LLC dba MCM.

SUBMITTAL DATE: 12/21/2015

ESTIMATED NOTICE TO PROCEED: 08/05/2016

PRIME CONSULTANT: Munilla Construction Management LLC DBA MCM

COMPANY PRINCIPAL: Jorge Munilla

COMPANY QUALIFIERS: Jorge Munilla

COMPANY EMAIL ADDRESS: jm@mcm-us.com

COMPANY STREET ADDRESS: 6201 SW 70 Street, Second Floor

COMPANY CITY-STATE-ZIP: Miami, Florida 33143

YEARS IN BUSINESS: 8

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report, as provided by the Division of Small Business Development, within the last five (5) years, MCM has held forty (40) contracts, with a total value of \$131,912,276.70, including change orders approved by the Board of County Commissioners, in the amount of \$40,422,758.79.

SUB-CONSULTANTS: Ammann & Whitney, Inc.
BCC Engineering, Inc.
Berenblum Busch Architecture, Inc.
Langan Engineering and Environmental Services, Inc.
Pierce, Goodwin, Alexander & Linville
Ross & Baruzzini, Inc.
Camilo Office Furniture, Inc.
Chavez South Florida Interiors, Inc.

**SUB-
CONTRACTORS:** A-1 All Florida Painting Inc.
Low Voltage Systems, Inc.
Manuel G. Vera & Associates, Inc.
Metal Design & Engineering, Inc.
M.C.O. Construction and Services, Inc.
Paradise Awnings Corporation
Rosenberg Design Group, Inc. dba Rosenberg Gardner Design

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:**

- Yes
1. Lead A/E and A/E Sub-consultants are preferred to have completed three (3) projects in the last ten (10) years of similar scope, construction value and delivery schedule as described in the scope of services denoted above and must have a minimum of two (2) active Florida State registered licensed professional Architects and/or Engineers assigned to the project at time of award and throughout the duration of the project.
 2. Lead Constructor is preferred to have completed three (3) projects in the last ten (10) years of similar scope, construction value and delivery schedule.
 3. Minimum position experience of Design-Build team Key Personnel are as follows: Minimum five (5) years experience and/or three (3) projects for similar construction scope, value and delivery schedule in a similarly responsible position for each of the following Key Personnel is preferred:
 - a. Lead Construction Manager
 4. Prime and sub-consultants selected for Professional Services Agreements under Internal Services Department (ISD) Project No. E11-SEA-03, Program Management Consultant Services, and ISD Project No. E14-SEA-01R, Financial Management Consulting and Bond Engineering Services, will not be considered for award of a Design-Build Agreement under ISD Project No. DB15-SEA-01.
 5. The Design Criteria Professionals, for ISD Project No. DB15-SEA-01, are Parsons Brinckerhoff, Inc. (for civil engineering and geotechnical and material engineering services), under ISD Project Number E13-SEA-01 – Civil Infrastructure Engineering Services, and a Registered Architect with the Miami-Dade Seaport Department. Parsons Brinckerhoff, Inc. is not eligible to render design-build services for ISD Project No. DB15-SEA-01. Pursuant to Florida Statutes 287.055, "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The County reserves the

right to disqualify any proposal from a team, which includes any sub-consultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such sub-consultant's or member's prior involvement in the project.

REVIEW COMMITTEE: MEETING DATE: 09/16/2015 SIGNOFF DATE: 09/22/2015
 RESUBMIT DATE: 02/29/2016 RESUBMIT SIGNOFF: 03/04/2016

APPLICABLE WAGES:
 (RESOLUTION No. Yes
 R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	SBE-	9.87%	\$3,249,527.46	
	Con.			
	SBE-	6.00%	\$1,975,396.63	
	G&S			
	SBE-	14.00%	\$497,073.50	
	A&E			
	CWP	10.00%	11	Number of new hires

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL: Gyselle Pino (305) 347-4833 gmf@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Elizabeth Ogden, (305) 347-5521 EOGDEN@miamidade.gov R.A.

Background

BACKGROUND: A Design-Build Agreement is necessary to provide additional capacity to Cruise Terminal F to accommodate a range of new vessels. In order to meet the additional passenger volumes, baggage screening, passenger drop off and pick up areas, parking and roadway traffic, and provisioning may be expanded and improved to provide for a state of the art Cruise Terminal, which will support port operations that are evolving as the industry advances.

EXHIBIT B

TERMINAL F CONTRACT

DESIGN-BUILD CONTRACT

PROJECT NUMBER: 2015-055
CONTRACT NUMBER: DB15-SEA-01

DESIGN-BUILD CONTRACT

Made as of the 14th day of October in the year 2016.

Between the COUNTY: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives, and assigns.

And the DESIGN-BUILDER:

Name: Munilla Construction Management LLC DBA MCM
FEIN: 592373403
Address: 6201 SW 70th Street, Second Floor, Miami, FL 33143
Phone Number: (305) 541-0000 x684
Fax Number: (305) 541-9771
E-mail Address: gdeltoro@mcm-us.com

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

Project: Design-Build Services for Cruise Terminal F Upgrades

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

DESIGN-BUILD SERVICES CONTRACT

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EXHIBITS

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EXHIBIT "G" Affidavit of Partial Release
EXHIBIT "H" Affidavit of Final Release
EXHIBIT "I" Certification of the Contractor
EXHIBIT "J" Force Account
EXHIBIT "K" Subcontractor Payment Report
EXHIBIT "L" Certificate of Acceptance for Substantial Completion
EXHIBIT "M" Certificate of Final Acceptance
EXHIBIT "N" Design-Build Release
EXHIBIT "O" Agreement on Final Quantities and Amounts
EXHIBIT "P" Final Affidavit
EXHIBIT "Q" Labor Standards Provisions Final Acceptance
EXHIBIT "R" Memorandum of Understanding
EXHIBIT "S" Certificate of Sub-Contractors Status

AFFIDAVITS

Vendor Affirmation
Collusion Affidavit
Debarment Disclosure
Criminal Record
Public Entity Crimes
Contractor's Due Diligence
Responsible Contractor

**ARTICLE 1
ABBREVIATIONS AND DEFINITIONS**

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the ABBREVIATIONS and DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in these Contract Documents the intent and meaning shall be interpreted as follows:

1.1) **ABBREVIATIONS:**

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Insurance Association. (Successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMA	Concrete Masonry Association

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CM/IT	Construction Management / Inspection Team
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EEL	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FICA	Fisher Island Community Association
FPR	Federal Procurement Regulations
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISD	Internal Services Department
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade County
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
PWWM	Miami-Dade County Public Works and Waste Management Department
SBD	Miami-Dade County Small Business Development Division of Internal Services Department
SFBC	South Florida Building Code
SFWMD	South Florida Water Management District
SMACGNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

1.2) DEFINITIONS

ADDENDA: Written errata, interpretations and revisions to the Bid Documents issued by COUNTY prior to award of the project.

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Agreement, which the DESIGN-BUILDER shall perform at COUNTY'S option and when authorized by task order authorization(s) in accordance with the terms of this Contract.

AS-BUILT DRAWINGS: Drawings produced by the DESIGN-BUILDER and provided to the DIRECTOR or the Director's designee as a final record of how the Work was actually constructed. These As-built Drawings are created from the DESIGN-BUILDER'S "issued for construction" plans and specifications including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the DESIGN-BUILDER as-built data record of the construction plans and specifications. Such as-built drawings are converted into the Record Documents by the DESIGN-BUILDER, stamped by a Florida Professional Engineer, and submitted to the COUNTY in accordance with the Design Build Criteria Package Specifications.

ALIGNMENT: The horizontal and vertical location of a tunnel, street, pipeline or some other Work or related component as described by curves, tangents and elevations.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and Charter referenced in this Contract are posted on the website www.miamidade.gov.

APPLICATION FOR PAYMENT: The DESIGN-BUILDER invoice and associated documentation required for submittal to the SEAPORT to request payments due under the Contract in a format acceptable to the SEAPORT.

AWARD: The issuance of a Contract by Miami-Dade County.

BASIC SERVICES: Those design-build services defined in Article 12 "SCOPE OF SERVICES".

BID BOND: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the DESIGN-BUILDER, as a guarantee or security that the DESIGN-BUILDER will enter into a contract with the COUNTY for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the DESIGN-BUILDER.

BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the COUNTY.

CERTIFICATE OF FINAL COMPLETION: A written notice issued by the COUNTY and concurred by the DESIGN-BUILDER that all conditions of the permits and regulatory agencies have been met, all design, construction, reconstruction or rehabilitation including corrective Work has been performed and all requirements of the Contract Documents have been completed, and the COUNTY has received from DESIGN-BUILDER a release of all liens (or a consent of surety agreeable to COUNTY), release of surety, release of claims by DESIGN- BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the contract price or time or a material change in the Work, as determined by the COUNTY.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONSTRUCTION MANAGEMENT CONSULTANT/INSPECTION TEAM ("DIRECTOR'S DESIGNEE"):

Is the team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the construction management services, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

CONSTRUCTION MANAGEMENT SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include, but are not limited to: construction administration activities during the design, permitting and construction phases of the Design-Build Contract, daily on-site inspections, maintaining daily progress log(s); coordinating weekly status meetings, reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders, reviewing and accepting as-built drawings; utilize the SEAPORT's project control system to track all documents and activities, interface with the Design-Build Criteria Professional, construction managers, and the Design-Build Contractor as needed; and respond to requests for information.

CONSTRUCTION WORK: All Work to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Project, and/or the Utility Adjustments. CONSTRUCTION WORK includes any landscaping.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the Director or the Director's designee, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account not directly authorized for use by the Director or the Director's designee remains with the COUNTY.

CONTRACT: This document, inclusive of all Exhibits, the Contract Documents, the Contract Drawings, the Design Criteria Package and its attachments and references, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

CONTRACT COMPLETION DATE(S): The effective date of Notice-to-Proceed (NTP) plus the Contract duration to specific milestone events or the specific Contract completion dates, as defined in Article 5 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project consisting of the Request for Design-Build Services (RDBS), including the Design Criteria Package with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed DESIGN-BUILD Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the SEAPORT, or its designated representatives, to be in compliance with the Contract Documents.

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details, which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to Notice-to-Proceed.

CONTRACT PRICE: The amount specified in Article 10 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

COUNTY ("MIAMI-DADE COUNTY OR OWNER"): A political subdivision of the State of Florida. In all respects hereunder, COUNTY'S performance is pursuant to COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY'S authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the Director's designee, individual(s) or firms(s), to act on his behalf in the administration of the Contract within the limits of their respective authorization, including the Design Criteria Professional and the Construction Management Consultant, Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER ("DESIGN-BUILD CONTRACTOR or CONTRACTOR"): The person, firm, or corporation selected to perform the Work pursuant to this Contract. The DESIGN BUILDER shall be responsible for performance of the Work and for payment to all its subconsultants, contractors, subcontractors and suppliers. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and shall not be relieved of the responsibility for the performance of the Project as defined in the Design Criteria Package.

DESIGN CRITERIA PACKAGE: The documents provided as part of the RDBS, Step Two, Request for Proposal consisting of narrative description, quality standards and references, addendums, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project scope of Work and technical requirements for which all DESIGN-BUILDERS are to base their proposals, inclusive of any AMENDMENTS thereafter.

The Design Criteria Package may be as brief as referencing the applicable standards for building design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the Work Site, survey information concerning the Work Site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, Work Site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the specific project.

DESIGN-CRITERIA PROFESSIONAL(S) ("DESIGN CRITERIA CONSULTANT"): Person(s) and/or firm(s), employed by the County to provide professional architectural and/or engineering services in connection with the preparation of the Design Criteria Package and other project related Work. The Design Criteria Professionals for ISD Project No. DB15-SEA-01 are Parsons Brinckerhoff, Inc. (for civil engineering and geotechnical and material engineering services) under ISD Project Number E13-SEA-01 – Civil Infrastructure Engineering Services, and a Registered Architect with the Miami-Dade Seaport Department (for all other disciplines.) The Design-Criteria Professional(s) act as the COUNTY'S REPRESENTATIVE.

DESIGN WORK: All Work of design, engineering or architecture for the Project, including Utility Adjustment Work.

DIRECT COST: The DESIGN-BUILDER'S cost of labor, material, equipment and subcontracts required to perform an element of Work excluding mark-ups for profit, overhead, bond, insurance, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor Work (See also Indirect Costs).

DIRECTOR ("COUNTY'S REPRESENTATIVE"): The DIRECTOR of the SEAPORT who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the DIRECTOR during the execution of the design and construction of the Project, and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable, and/or upon issuance of Notice to Proceed, whichever occurs first.

EXTRA WORK: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for Extra Work is governed by Article 10, "BASIS OF COMPENSATION".

FIELD ORDER: A written order issued by the COUNTY or designee which orders minor changes in the Project but which does not involve a change in the TOTAL CONTRACT AMOUNT or CONTRACT COMPLETION DATE.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion

of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their reasonably assumed intent, the Project or portion thereof, is in a state such that no further Work or Services are required in accordance with the Contract Documents to render complete, and satisfactory work acceptable to the SEAPORT including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, as-built plans and record documents, and any other documentation provided as required by the SEAPORT or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warranties and guarantees, including any statutory requirements, specified in, or related to the Contract.

FURNISHING: Manufacturing, fabricating and delivering to the Site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals, and DESIGN-BUILDER'S mark-up on subcontractor work paid in accordance with Contract Documents.

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER, and of the work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in the Contract.

LIMIT OF WORK: Boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT ("MDWASD"): A Department of Miami-Dade COUNTY that maintains and operates the County's water and sewer system.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date including Contract completion dates, as defined in the Contract, and represented in the Project Schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP 1, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted

beyond the first one hundred twenty (120) days after NTP 1, or through NTP 3, whichever occurs first. Its purpose is to achieve an early common schedule basis for working coordination while the architecture, engineering, design and permitting, and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the Project Site. Said authorization from the DIRECTOR or the Director's designee may be included in the NTP.

NOTICE TO PROCEED ("NTP"): Written notice from the DIRECTOR or the DIRECTOR'S DESIGNEE to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins.

NOTICE OF TERMINATION: Written notice from DIRECTOR to the DESIGN-BUILDER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

PLANS ("DRAWINGS AND SPECIFICATIONS"): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by DESIGN-BUILDER, and will be made a part of the Contract Documents upon acceptance by the COUNTY.

PRICE PROPOSAL: The form of which the DESIGN-BUILDER provides his/her prices for the Work in the proposal provided in response to the RDBS.

PROJECT: The Scope of the Work and Services as defined in the Contract Documents including, but not limited to, the Design Criteria Package, this Contract with all amendments.

PROJECT INITIATION DATE: The date provided in the NTP 1 upon which the Contract's time for performance begins.

PROJECT SCHEDULE ("BASELINE PROJECT SCHEDULE"): The baseline Project schedule covering the entire scope and duration of the Project prepared in the CPM and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the DESIGN-BUILDER to the DIRECTOR or the Director's designee for compliance review with the Contract Document. The Project schedule indicates the durations and sequence of key activities of architecture, engineering, design, permitting, construction, testing and commissioning, and indicates Milestone event dates as required by the Contract, including the Substantial and Final Completion dates.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the DESIGN-BUILDER'S Proposal for this Contract, consisting of qualifications data and information, technical narrative descriptions, design and construction data, plans and calculations, commercial data including pricing, bid bond, and forms provided in the Proposal and other related documents required by the RDBS to be part of the DESIGN-BUILDER'S Proposal.

REQUEST FOR DESIGN-BUILD SERVICES ("RDBS"): Issued by the COUNTY to solicit proposals from firms to perform the Design-Build project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the Director's designee requesting issuance of a Change Order for adjustment in period of performance and/or Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY.

SAMPLES: Physical examples, provided by the DESIGN-BUILDER for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the Project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

SCOPE OF SERVICES: The services to be provided by the DESIGN-BUILDER that includes, but are not limited to, engineering, design, procurement and construction services necessary to prepare the construction plans and specifications, as well as providing installation/construction, testing and commissioning of the Project, as described in Article 12 "SCOPE OF SERVICES" of this Contract.

SCOPE OF WORK ("WORK"): The scope of the architecture, engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes; Includes, but is not limited to: the physical components and facilities of the Project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SEAPORT ("PortMiami," "Port"): A Department of Miami-Dade COUNTY that maintains and operates the County-owned PORTMIAMI.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

STATE: The State of Florida.

SUBCONSULTANT: A subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A subconsultant does not furnish trade labor for construction.

SUBCONTRACTOR: A subcontractor is a person or organization which is properly registered as a General or Trade contractor within the State for the particular trade or craft for which he/she will be performing work, who has signed a Contract with the DESIGN-BUILDER to furnish construction/installation-related services within the Project Scope of Work.

SUBSTANTIAL COMPLETION: The status of completion of the Work of a particular project, or portion thereof or, by Contract Document formally and separately designated portion thereof, such that the Project, or portion thereof, is complete in accordance with the provisions of the Contract Documents so that the DESIGN-BUILDER may obtain a Temporary Certificate of Occupancy allowing the County to occupy or utilize the Project, or portion thereof, for the use for which it is intended, without disruption except as mutually agreed to be scheduled.

SUBSURFACE EASEMENT: Perpetual Non-Exclusive Easement conveyed by MIAMI-DADE COUNTY under Resolution No. R-889-07, and as amended under Resolution No. R-440-10, to the FLORIDA DEPARTMENT OF TRANSPORTATION for the purpose of constructing and maintaining a tunnel below the ground surface.

SURETY: The surety company or individual which is bound by Contract Bond with and for the DESIGN-BUILDER who is primarily liable and which surety company or individual is responsible for DESIGN-BUILDER'S acceptable performance of the work under this Contract and for the payment of all debts pertaining thereto with Section 255.05, Florida Statutes, as may be amended from time to time.

TECHNICAL PROVISIONS: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work entering into the Project.

TEMPORARY CONSTRUCTION EASEMENT LINE: A boundary which describes the area available for construction operations.

TERM OF THE CONTRACT: Means the calendar days specified from NTP to the Final Completion Date, as well as the periods specified for any warranties and/or guarantees.

TOTAL CONTRACT AMOUNT: The sum of the DESIGN-BUILD CONTRACT PRICE together with the COUNTY'S Contingency Account and Dedicated Allowance Account which constitutes all sums under the CONTRACT.

VALUE ENGINEERING ("VE"): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

VALUE ENGINEERING PROPOSAL ("VEP"): Means a proposal submitted, at the sole option of Design-Builder, pursuant to Section 13.16 below.

WORK: Means all work, services, activities and other obligations to be performed by DESIGN-BUILDER under the Contract Documents, including without limitation, design, architecture, engineering, permitting, procurement of equipment and/or materials, project management, supervision, construction, training, testing, startup and commissioning, and all other services and deliverables required by Contractor to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents.

WORK SITE ("WORKSITE OR SITE"): The area enclosed by the Site boundaries or limits of Work indicated in the Contract Documents and boundaries of local streets, waterways, public lands, temporary and permanent easements and other such physical locations in which the DESIGN-BUILDER is to perform the Work under the Contract. It shall also include areas obtained by the DESIGN-BUILDER for use in connection with the Contract, when contiguous to the limit or Work.

WORKING DRAWINGS: Drawings, calculations and catalog data, other than Contract Drawings furnished by the DESIGN-BUILDER and Shop Drawings prepared by the DESIGN-BUILDER, necessary or required for the DESIGN-BUILDER prosecution of the Work. The COUNTY and its Design Criteria Professional will not review Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the DESIGN-BUILDER.

ARTICLE 2 INTERPRETATION

- 2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the RDBS and Design Criteria Package and not mentioned in the Contract shall be of like effect as if shown or mentioned in both.
- 2.2) Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub-article.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of DESIGN-BUILDER'S Proposal Documents. In case of conflict between municipal, utility, and industry standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.
- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, shall mean the, code, laws or regulations in effect at the time of the date of receipt of DESIGN-BUILDER'S Proposal Documents, or those that were mandatory under law at that time.
- 2.7) **Effect of Headings:** The headings and titles to provisions in the Contract Documents are descriptive only, and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

**ARTICLE 3
INTENTION OF THE COUNTY**

- 3.1) It is the intent of the Contract Documents to procure the design and construction of a fully complete, fully functional Project, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY reviewed and fully-permitted Contract Documents prepared by DESIGN-BUILDER and accepted by the COUNTY. Any Work, materials or equipment that is reasonably inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for.

**ARTICLE 4
RESPONSIBILITIES OF THE DESIGN-BUILDER**

- 4.1) The DESIGN-BUILDER shall perform the design and construction of the Project as defined in the RDBS (inclusive of all Addenda) including the Design Criteria Package and in accordance with any approved alternate proposal. In summary, the Services include, but are not limited to: providing all resources and professional services to perform the design and construction of the Project such as planning, technical investigations, architecture, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning, and Work-Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

- 4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits, and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

The COUNTY shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the DESIGN-BUILDER. The cost of such permits will exclude any DESIGN-BUILDER technical support, administrative and incidental cost which shall be included elsewhere by the DESIGN-BUILDER in the CONTRACT PRICE. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Federal, State, County and municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, its employees, agents or subconsultants and subcontractors. No extensions of time will be granted to DESIGN-BUILDER for delays in obtaining the permits that are the responsibility of DESIGN-BUILDER. DESIGN-BUILDER shall not be responsible for delays in obtaining permits that are the responsibility of the COUNTY unless DESIGN-BUILDER has contributed to such delays through any action or inaction of DESIGN-BUILDER.

- 4.3) It is the DESIGN-BUILDER'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law from all non- Miami-Dade County Firms.
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working under its control.

- 4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by DESIGN-BUILDER'S subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by an Architect/Engineer with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to the COUNTY'S requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER'S negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER'S deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall reasonably approve the method and timing of the corrections.

Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its subconsultants or subcontractors; misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants or subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the quality, completeness, and coordination of subconsultant's Work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following the Substantial Completion date and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Substantial Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and

whether or not incorporated or to be incorporated in the Project.

- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, subconsultants, and subcontractors at the Work-Site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.
- 4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and adequate safeguards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.
- 4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with all Applicable laws, all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, the DESIGN-BUILDER shall forthwith report the same to COUNTY'S REPRESENTATIVE in writing. The DESIGN-BUILDER shall cause all its agents, employees, subconsultants and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 4.11) In the event of a change after the effective date of this Contract in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.
- 4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.
- 4.13) The DESIGN-BUILDER, before commencing performance of any particular portion of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities, and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by COUNTY before the DESIGN-BUILDER begins any part of the Work.
- 4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, surveys, drawings, specifications or soil condition tests included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for surveys, utility locates, soil tests and/or geotechnical investigations required to support its design and construction approach in executing the Project, at no additional cost to the COUNTY. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

- 4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only, and no responsibility is assumed by the COUNTY, the SEAPORT or other COUNTY departments or Agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore any particular portion of the Work sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation.
- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5 THE PROJECT

- 5.1) **LOCATION:** The Project is located on Dodge Island within PORTMIAMI.

It is agreed that DESIGN-BUILDER will carry out the Project within the services encompassed in this Contract. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The Project includes furnishing all, architecture, engineering, design and permitting services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents, including the Design Criteria Package and Work and services shall be in compliance with design and construction standards required by this RDBS, the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

- 5.2) **TERM OF THE CONTRACT:** The DESIGN-BUILDER must engineer, design, permit, construct, test, and commission the Work to bring the Work to Substantial Completion on or before October 18, 2017 (the "Substantial Completion Date") and into Final Completion and Project Closeout on or before January 16, 2018 (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits, and to provide signed and sealed architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the COUNTY.

- 5.2.1) **COUNTY Contingency Period:** The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than 53 Calendar Days from the NTP to increase in calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

5.2.1.1. Project Schedule Contract Completion Dates.

5.2.1.2) DESIGN-BUILDER shall complete the following activities by the Substantial Completion Date:

October 18, 2017

Construction of the two-story passenger security screening area and ticketing lobby with support spaces, and third floor mezzanine (Area B), complete renovation of the first and second floors of the existing terminal building (Area A), the extension of the secured third floor passenger boarding concourse level (Area C), and the Ground Transportation Area with drainage and canopies (Area D). All work shall include the associated permitting, testing, and commissioning for a completed and fully operational cruise terminal.

At a minimum, a Temporary Certificate of Occupancy (TCO) must be issued by this date, allowing full and continuous access and utilization of the cruise terminal, including receipt of the Seaside vessel, and will only be acceptable where the Design-Builder absorbs all additional cost for any mandated conditions including, but not limited to, fire watches.

5.2.1.3) DESIGN-BUILDER shall complete the following activities by the Final Completion Date:

January 16, 2018

COUNTY approval of as-built and record drawings and other record documentation, and all other remaining Work Items identified by the DIRECTOR or the Director's designee prior to Final Completion.

The project must be turned over to the Cruise Lines. Final Completion and Project Closeout shall include obtaining acceptance by all applicable regulatory agencies, including the Seaport Department of all Work and Services under the Contract, including unacceptable work items identified or subsequent to Substantial Completion.

5.2.1.4) Recognition of the DESIGN-BUILDER achieving such Contract Dates is at the sole discretion of the SEAPORT; however, the SEAPORT and the DESIGN-BUILDER will work and cooperate in good faith to meet such Contract Dates.

5.2.1.5) DESIGN-BUILDER has utilized specific NTP date(s) in its proposal schedule, which was evaluated as part of their response to the RDBS, Step 2, Evaluation of Technical and Price Proposals. For any NTP issued prior to or after this date, the Substantial Completion Date and Final Completion Date will remain unchanged.

The DESIGN-BUILDER Mobilization and Engineering Schedule and the Initial Baseline Project Schedule as agreed by the Owner for monitoring DESIGN-BUILDER performance of the Project are attached as Exhibit "A"

to this Contract.

5.2.2 Liquidated Damages:

If DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Contract Date, unless extended pursuant to the Contract documents, Liquidated Damages (LDs) will be assessed in the amount of two million dollars (\$2,000,000.00), which will be paid to the COUNTY by the DESIGN-BUILDER. For every additional day of delay or fraction thereof to achieve Substantial Completion, LDs will be assessed in the amount of five thousand dollars (\$5,000.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER. LDs will be cumulative.

LDs for not meeting the required Substantial Completion Date will be charged to DESIGN-BUILDER for the number of days that such dates (as may be extended pursuant to the Contract Documents) are not achieved. All assessments of LDs to the DESIGN-BUILDER may be adjustments to payments due to the DESIGN-BUILDER.

These LD amounts are not penalties but LDs to the COUNTY. LDs are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of actual damages that will be sustained by the COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time.

Furthermore, it is agreed that LDs will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the extent that DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY'S REPRESENTATIVE.

- 5.3) **PROJECT SCHEDULE:** DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred twenty (120) days of Work after NTP, as indicated in the Exhibit "A" to this Contract.

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule covering all details of the entire Project, including all milestone event dates, and submitted to the COUNTY for compliance review not later than thirty (30) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule prior to the time period covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with the agreed Schedule of Values utilizing the CPM with Primavera Scheduling software. It shall commence on NTP, and include the start and completion dates of various activities and major Project components, the sequence of design and construction, and the contract completion dates for the overall Project. The Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents, and submitted to the SEAPORT as a requirement to support each pay application. Upon request, the Design-Builder shall provide exported Microsoft Project files of the project schedules to the SEAPORT, as well as electronic versions in PDF format.

- 5.4) **PUBLISHING OF INFORMATION:** The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or

otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing.

5.5) WARRANTY: Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion, or beneficial use, whichever is earlier. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been transferred, DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. THE DESIGN-BUILDER SHALL FURNISH MAINTENANCE DURING WARRANTY PERIODS ONLY TO THE EXTENT IT IS REQUIRED TO FURNISH SAME UNDER THE DESIGN BUILD CRITERIA PACKAGE. Payment to the DESIGN-BUILDER will not relieve him of any obligation under this Contract. Any latent defects should be corrected within the period required by applicable law

5.5.1) DESIGN-BUILDER, at no additional expense to the COUNTY, shall remedy damage to equipment, the Site, or the buildings or the contents thereof, or existing utilities or structures, which is the result of any failure or defect in the performance of the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the COUNTY will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER'S pay request.

5.5.2) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY. Conversely, if directed by the COUNTY, the DESIGN-BUILDER shall require subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the COUNTY.

5.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

5.5.4) Nothing in the above intends or implies that this warranty shall apply to Work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.

MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article, or

process which is equivalent to that named, subject to the requirements of Article 5.5.6 below.

5.5.5) The COUNTY shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER'S expense.

5.5.5.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial Work and completed Work, shall be at the DESIGN-BUILDER'S expense and no additional time of performance will be allowed.

5.5.5.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.

5.5.5.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification; or the equivalence of the independent testing laboratory or other testing certifying entity shall be solely decided by the SEAPORT, and such decision shall be final. Testing required proving equality of the material proposed shall be at the DESIGN-BUILDER'S expense.

5.5.5.4) Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the SEAPORT or the COUNTY.

5.5.5.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated and specifically named to be furnished by the COUNTY'S REPRESENTATIVE.

Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled, and incorporated to ensure completed Work in accordance with the Contract and its Intent.

5.5.5.6) Materials furnished by the DESIGN-BUILDER not conforming to the requirements of the Contract Documents will be rejected, whether in

place or not. Rejected material shall be removed immediately from the Work Site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY, made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the DESIGN-BUILDER.

5.5.5.7) **HANDLING OF MATERIALS:** Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

5.5.5.8) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the COUNTY'S material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.

5.5.6) **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE:** Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make its own arrangements for legally disposing of waste and excess materials outside the Work Site, and shall pay all costs thereof.

5.5.6.1 Prior to disposing of material outside the Work Site, the DESIGN-BUILDER shall obtain written permission from the COUNTY on whose property the disposal is to be made. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof, together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.

DESIGN-BUILDER shall obtain and pay for all permits for such disposal from all governing authorities. The direct cost of such permits without overhead or other additional charges will be reimbursed by the SEAPORT out of the dedicated allowance established for that purpose. Permits obtained for the DESIGN-BUILDER'S convenience or unnecessary permits shall not be reimbursed. Should the question of the necessity or non-necessity of a permit arise, said question shall be decided by the COUNTY and that decision shall be final. The cost of compliance with any permit conditions shall rest solely with the DESIGN-BUILDER and will not be reimbursed.

5.5.6.2 **PROPERTY RIGHTS IN MATERIALS:** The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the Site of the Work, or

stored subject to or under the control of the COUNTY, as provided in Article 10, BASIS OF COMPENSATION. However, the DESIGN-BUILDER shall be responsible for the security of the material on-Site until the material is incorporated into the Work and accepted by the COUNTY.

ARTICLE 6 SUBCONSULTANTS

- 6.1) In the event that the DESIGN-BUILDER plans, or its subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of the SEAPORT, shall submit a copy of each such subcontract at all tiers to the SEAPORT for examination. The COUNTY reserves the right to reject any subcontract at any tier contemplated by the DESIGN-BUILDER or its subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY's best interest.
- 6.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subconsultants for the Project:
- Firm Name: Ammann & Whitney, Inc.
BCC Engineering, Inc.
Berenblum Busch Architecture, Inc.
Langan Engineering and Environmental Services, Inc.
Pierce, Goodwin, Alexander & Linville
Ross & Baruzzini, Inc.
- 6.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant identified in section 6.2 without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.
- 6.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Letters of Agreement as presented in the DESIGN-BUILDER'S proposal for the Project.

14.00% SBE-A/E goal (Architectural and Engineering Services)

ARTICLE 7 SUBCONTRACTORS

- 7.1) In the event that the DESIGN-BUILDER plans, or its subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of the SEAPORT, shall submit a copy of each such subcontract at all tiers to the SEAPORT for examination. The COUNTY reserves the right to reject any subcontract at any tier contemplated by the DESIGN-BUILDER or its subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY's best interest.

- 7.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subcontractors for the Project:

Firm Name: Metal Design & Engineering, Inc.
Camilo Office Furniture, Inc.
Chavez South Florida Interiors, Inc.
A-1 All-Florida Painting Inc.
Low Voltage Systems, Inc.
Manuel G. Vera & Associates, Inc.
M.C.O. Construction and Services, Inc.
Paradise Awnings Corporation
Rosenberg Design Group, Inc. dba Rosenberg Gardner Design

- 7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor identified in section 7.2 without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.
- 7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Schedules of Participation and Letter of Intent as presented in the DESIGN-BUILDER'S proposal for the Project.

9.87% SBE-Cons goal (Construction portion only)
6.00% SBE-G&S goal (Goods and Services)
10% Workforce goal (Community Workforce Program)

ARTICLE 8 SUBCONTRACTS

- 8.1) DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than fifteen percent (15%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the SEAPORT determines that such request is not a disadvantage to the SEAPORT, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the SEAPORT. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.
- 8.2) SUBCONTRACT DOCUMENTS: The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among subcontractors nor in establishing the extent of Work to be performed by any trade.

ARTICLE 9 THE COUNTY'S RESPONSIBILITIES

- 9.1) INFORMATION FURNISHED: The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:
- 9.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished, which the DESIGN-

BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the DESIGN-BUILDER without guarantee regarding its reliability and accuracy. The DESIGN-BUILDER shall be responsible for independently verifying such information if it shall be used by the DESIGN-BUILDER to accomplish the work undertaken pursuant to this Contract. The Director of the SEAPORT reserves the right to guarantee the accuracy of information provided by the COUNTY to the DESIGN-BUILDER. When such guarantee is provided in writing, the DESIGN-BUILDER shall not be compensated for independent verification of said information.

9.2) PROJECT MANAGEMENT:

9.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the SEAPORT. The DESIGN-BUILDER shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the Project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that completed Work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by the SEAPORT, using electronic means to the greatest extent possible.

9.3) CHANGED OR ADDITIONAL WORK:

9.3.1) In the case of any required additional Work or services required and directed by COUNTY, the COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the added Work or services to be performed. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER. The written confirmation shall follow in a reasonable time thereafter.

9.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of the SEAPORT in all matters pertaining to this Contract as authorized by the SEAPORT, and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as Change Orders. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation to proceed shall follow immediately thereafter. Change Orders that require approval by the Board of County Commissioners are not binding and effective until approved by the Board of County Commissioners.

9.3.3) In the case of a request issued by the COUNTY'S REPRESENTATIVE for any changed or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigations or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S

services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and the SEAPORT does not proceed with the changed or additional Work.

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the Director's designee to discuss and agree upon the scope, time required for completion and compensation method for Work and/or services to be rendered pursuant to this Contract. No payment shall be made to the DESIGN-BUILDER unless an approved change order is issued by the SEAPORT, and the Work completed is included in a duly submitted invoice in accordance with this Contract.

**ARTICLE 10
BASIS OF COMPENSATION**

10.1) **CONTRACT PRICE:** The COUNTY agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the DESIGN-BUILD CONTRACT PRICE, as follows: A Schedule of Values is attached hereto as "Exhibit "C".

10.1.1) Agreed Design-Build Contract Price (Lump Sum)

10.1.1.1) Under this compensation basis, the DESIGN-BUILDER agrees to perform the Work and provide the Design-Build Services described in this Contract for an agreed fixed lump sum dollar amount of compensation.

10.1.1.2) The aggregate fixed Lump Sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project is as follows:

DESIGN-BUILD SERVICES

Engineering, Design and Permitting, Technical Support During Construction and other Professional Services:	\$ 3,227,750.00
Construction, Testing and Commissioning:	<u>\$ 29,930,252.00</u>
DESIGN-BUILD CONTRACT PRICE (Lump Sum):	\$ 33,158,002.00

10.2) **CONTINGENCY ALLOWANCE ACCOUNT**

10.2.1) This Project is under a Design-Build Contract for the design and construction of a facility on public property; therefore, a Contingency Allowance Account is permissible, per Ordinance No. 00-65. The Contingency Allowance Account, computed as 10% of the design and construction-related portion of the Base Contract value, which will be used by the SEAPORT, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is Three Million, Three-Hundred and Fifteen Thousand, Eight Hundred dollars and twenty cents (\$3,315,800.20).

10.3) DEDICATED ALLOWANCE ACCOUNT:

10.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 12 below, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the aforementioned allowance are as follows:

10.3.1.1)	Permit Fees:	\$ 598,605.04
10.3.1.2)	Art in Public Places	\$ 518,797.74

Total amount of Dedicated Allowance Account items above is One Million, One-Hundred and Seventeen Thousand, Four Hundred and Two dollars and Seventy-Eight cents (\$ 1,117,402.78).

10.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

10.3.3) If, at any time, the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, DESIGN-BUILDER will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the DESIGN-BUILDER. If the DESIGN-BUILDER is not in agreement with the COUNTY findings, DESIGN-BUILDER may refer to the disputes provisions of the Contract

10.3.4) The sum of the Contingency Account and the Dedicated Allowance Account is Four Million, Four Hundred and Thirty-three Thousand, Two Hundred and Two dollars and Ninety-Eight cents (\$ 4,433,202.98) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to Thirty-Seven Million, Five Hundred and Ninety-One Thousand, Two Hundred and Four dollars and Ninety-Eight cents (\$ 37,591,204.98) Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the total Contract amount.

10.3.5) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized under Article 10.

10.4) MARKUP FOR CHANGE ORDERS TO THIS CONTRACT: In the case of any change orders to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home

office) and Site overhead including, but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.

- 10.4.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up to a fifteen percent (15%) mark-up, to be considered on a case by case basis.
- 10.4.2) For Work and services directly performed by subcontractors, the subcontractor may add up to a fifteen percent (15%) mark-up and the DESIGN-BUILDER may provide a markup on all subcontractor and subconsultant costs of five percent (5%), to be considered on a case by case basis.
- 10.4.3) Actual bond and insurance costs may be added to establish the total amount of the change order. For change work paid under the contingency allowance account, no markup for bond or insurance will be allowed. No markups by DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors.

ARTICLE 11 PARTIAL AND FINAL PAYMENT

- 11.1) **PROGRESS PAYMENTS:** Subsequent to Contract award, and prior to Contract execution, the SEAPORT and DESIGN-BUILDER will mutually establish a Schedule of Values that defines the Work items for the basis of progress payments, as indicated in the Design-Criteria Package. The DESIGN-BUILDER will be paid each month for the value of the Work completed less retainage and other authorized deductions, as agreed by the COUNTY'S REPRESENTATIVE during the preceding month and the invoiced cost including applicable sales taxes and shipping value, less retainage, of materials not already used, but which have been furnished by the DESIGN-BUILDER under the Contract Documents, provided that such materials have been delivered, properly stored and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE. The County shall not withhold retainage for the Engineering, Design and Permitting, Technical Support during Construction and other Professional Services as defined in subsection 10.1.1.2 performed under this Agreement.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by the SEAPORT which will apply to each calendar month throughout the course of the contract until the final application. The DESIGN-BUILDER will be notified of their contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies, exclusive of retainage, have been paid in full through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment, for moneys due the DESIGN-BUILDER as a result of a percentage of the Work completed, DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by the SEAPORT duly executed by each subcontractor and supplier of material or equipment for any Work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall

state that all labor, material, equipment and supplies, exclusive of retainage, have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies up through the pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly executed affidavit (Certification of DESIGN-BUILDER) stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for Work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the SEAPORT in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and surety by certified letter informing them of the DESIGN-BUILDER'S non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully complete as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. From NTP, or one hundred twenty (120) days, from NTP, whichever occurs first, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current Project cost-loaded Final Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies (exported into Microsoft Project) to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment applications for Work completed after NTP or one hundred twenty (120) days from NTP through to Final Completion.

Such schedules shall show the progress of the Work to date and schedule to completion of the Project. In the event that the DESIGN-BUILDER is forecasting that completion will occur after the date(s) specified in the Contract, the DESIGN-BUILDER shall submit a recovery plan and schedule showing its planned actions and resources to meet the Contract date(s). The COUNTY may accept such recovery schedule as fulfilling the requirement needed for monthly payment; however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the COUNTY from exercising any right granted it herein in the event that the DESIGN-BUILDER does not finish the Work within the Contract Completions Dates.

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER shall prepare the application and will produce a computer print out to be submitted to the COUNTY'S REPRESENTATIVE. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on the SEAPORT'S form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER'S list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all Work done and materials furnished up to the pay application period

ending date of each calendar month and will deduct therefrom the retainage, and may deduct, at its sole discretion, all liquidated damages assessed during that month in accordance with this Article, if any, and all previous payments and charges, and the balance will be paid by the COUNTY to the DESIGN-BUILDER. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the DESIGN-BUILDER submits the application, DESIGN-BUILDER must submit all required documentation, i.e., (1) two copies of the current updated final Baseline Project Schedule, (2) Certified Payroll, reports for the DESIGN-BUILDER and each Subcontractor that provided labor on the Project during that pay period (3) the Monthly Utilization and Monthly Employment Data Reports and (4) a DESIGN-BUILDER'S Invoice on the format provided by the SEAPORT and all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in, and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by the SEAPORT, the application will be processed for payment.

As a consideration for such payment, the COUNTY shall have the right to enter upon and put into proper service, any or all parts of the Work which may be in condition for use. No claim or charge is to be made by the DESIGN-BUILDER for such use, nor is such use to be construed as an acceptance by the COUNTY of any part of the Work so used; however, the one (1) year warranty period shall commence from the date the individual equipment is put into full productive service.

- 11.2) **RETAINAGE:** Retainage during the first fifty percent (50%) completion of the Project as determined by the COUNTY'S REPRESENTATIVE shall be ten percent (10%). After satisfactory completion, as determined solely by the SEAPORT, of fifty percent (50%) completion of the Work, the SEAPORT will reduce the retainage amount to five (5%) withheld in accordance with Florida statute 255.078 from subsequent progress payments until final payment is due. The point of fifty percent (50%) completion shall be as defined in the Schedule of Values as agreed between the DESIGN-BUILDER and the COUNTY, and reflected in the Baseline Project Schedule.

The DESIGN-BUILDER shall perform all items of Work preceding the point of fifty percent (50%) completion shown in the Schedule of Values and reflected in the Baseline Project Schedule to the satisfaction of the COUNTY'S REPRESENTATIVE prior to consideration by the SEAPORT of any reduction in the percentage rate of retainage. Unless specific written permission is granted by the COUNTY'S REPRESENTATIVE to either change the sequence or perform differing amounts of Work, the items listed shall be a required precedent to said reduction. The SEAPORT may retain additional amounts with regard to disputed items and/or claims.

- 11.3) **FINAL PAYMENT:** As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the DESIGN-BUILDER will submit a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be paid.

The DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER'S Invoice and all required documentation, i.e., one (1) original and one copy of the Certified Payroll, and two (2) original and one copy of the Monthly

Utilization and Employment Data Reports, three (3) Certificate of DESIGN-BUILDER for the previous application and a Final Certificate of DESIGN-BUILDER, and (4) Affidavit and Final Release from all Subcontractors and Suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the SEAPORT, the package will be processed for payment. DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above the DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any monies the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

11.4) **PROMPT PAYMENT:** The successful Bidder's attention is directed to COUNTY Ordinance No. 94-40, providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

11.5) **PAYMENT FOR ADDITIONAL WORK AND SERVICES/ADJUSTMENT FOR DELETION OF WORK (Approved Change Orders)**

11.5.1) Payment for approved change orders may be requested monthly in proportion to the Work and services performed.

11.5.2) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this Contract. All invoices must be accompanied with a current Monthly Utilization Report (MUR). Payments will not be processed without the MUR pursuant to Administrative Order 3-39.

11.5.3) **EXTRA WORK/DELETION OF WORK AND PAYMENT THEREOF**
The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, direct Extra Work to the Contract Scope of Work. The DESIGN-BUILDER shall perform Extra Work, for which there is no price included in the Schedule of Values, where directed by the COUNTY'S REPRESENTATIVE. No Extra Work shall be paid for unless requested or directed in writing by the COUNTY'S REPRESENTATIVE.

Extra Work will be paid at lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER, before the Extra Work is performed. Extra Work shall be based on the following:

The DESIGN-BUILDER shall submit to the COUNTY'S REPRESENTATIVE a proposal containing a complete breakdown of costs for the Extra Work, whether increases or decreases on the Contract Scope of Work, including overhead and profit. Overhead and profit includes all home office expenses, field office expenses, for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra Work. In addition, the DESIGN-BUILDER shall include the cost of social security taxes, bonding (if applicable), and insurance (if applicable), unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and DESIGN-BUILDER'S public liability and property damage insurance involved in such Extra Work, based on the wages paid to such labor. Specific items to be included in this proposal shall be included on the following basis:

a) For all materials to be utilized used, the DESIGN-BUILDER shall include the cost of such materials, including freight charges, and applicable sales taxes.

b) For any construction equipment or special equipment to be utilized, DESIGN-BUILDER shall include maintenance, operation, fuel and lubricant required for the economical performance of Extra Work. The COUNTY shall therefore not pay additionally for small tools and equipment ordinarily used in construction which shall be included in the overhead and profit percentage included. Where there is a question as to whether payment pursuant to this Article is valid the Construction Management/Inspection Team shall make the final determination as to the validity of such payment. For the purposes of estimating construction equipment cost, the hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel, maintenance and lubrication are included in the calculated rental rates. In the event that the equipment is not owned by the DESIGN-BUILDER or its companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent (10%) for fuel, maintenance and lubrication for rented equipment.

c) For estimating all labor, a working foreman in direct charge of the specified operations, the DESIGN-BUILDER may charge a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred percent (100%) of his/her hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

If Extra Work is directed, it shall be included in the DESIGN-BUILDER'S monthly application for payment. The DESIGN-BUILDER is required to include a statement certifying that the requested payment for Extra Work is consistent with the Contract Documents, and he has reviewed such requested payments for Extra Work and found them to be accurate, fair and reasonable.

As an alternative to the consideration of a proposal as indicated above, the

COUNTY'S REPRESENTATIVE may direct that Work be performed at the unit price provided for in the Contract, in the event that Work is of like character and susceptible of classification under a unit price item of the Contract. All Extra Work performed hereunder will be subject to all of the provisions of the Contract.

If the DESIGN-BUILDER performs Work which it contends is Extra Work but which has not been authorized by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall keep daily records of all amounts expended by the DESIGN-BUILDER in the performance of such Work. At the request of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall provide certified statements showing the cost of such alleged Extra Work to which shall be attached the original receipted bills covering the costs of the materials, applicable sales taxes and freight charges on all materials used in such Work.

If required, the DESIGN-BUILDER shall produce any books, vouchers, other records, or memoranda which will assist the COUNTY'S REPRESENTATIVE in determining the true, necessary cost of Work and materials to be paid for on a cost plus basis.

In no case will the DESIGN-BUILDER be entitled to compensation pursuant to this Article unless the DESIGN-BUILDER has first provided notice, as described below in this section, that the Work is outside the requirements of the Contract. No Extra Work shall be considered authorized until the COUNTY'S REPRESENTATIVE or the SEAPORT, as appropriate, makes a final determination that the Work is in fact Extra Work required to be performed by the DESIGN-BUILDER, or unless the Work is denominated by the COUNTY'S REPRESENTATIVE in writing as Extra Work pursuant to, in either circumstance. In the event insufficient funds remain in the contract to pay for such Extra Work, payment to the DESIGN-BUILDER can only be made upon approval of a change order by the Board of County Commissioners.

No additional compensation shall be due the DESIGN-BUILDER for Extra Work occasioned as a result of differing Site conditions, or as a result of delays, except to the extent specified in Sections 13.14 and 13.17 of the GENERAL PROVISIONS. If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of Work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVES in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of the SEAPORT acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the Work and materials to be paid for, and shall decide all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER'S right to receive any money for the Work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

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If the DESIGN-BUILDER considers any Work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such Work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or conform to the decision or ruling. Beginning with the first day of this Work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this Work at the end of each day and said record shall be signed by both parties. One copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this Work. In the event that a claim for this Work is approved by the SEAPORT subsequent to the commencement of Work, an accurate accounting for Work will be agreed upon by both parties upon completion of this Work and will be paid for as Work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

The Work will be paid for either by a unit price item in the Contract or as Extra Work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), and (c).

Failure of the DESIGN-BUILDER to maintain daily records for this Work shall be deemed that the DESIGN-BUILDER does not wish to pursue its claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt of said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as just and reasonable and as being within the scope of the DESIGN-BUILDER'S obligations under the Contract Documents and no further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely DESIGN-BUILDER'S written protest to the COUNTY'S REPRESENTATIVE is formally denied.

If the decision of the DIRECTOR or the Director's designee, would result in the Contract Price exceeding that approved by the Board of County Commissioners the DIRECTOR shall request and receive approval for additional funding from the Board of County Commissioners prior to his approving such additional spending.

ARTICLE 12 SCOPE OF SERVICES

- 12.1) SCOPE OF SERVICES: The Scope of Services consists of Design-Build services to perform the architecture, engineering, design, permitting, construction, testing and commissioning services for the renovation and expansion of Cruise Terminal F. These services, including existing terminal renovation and new construction, consist of the following areas of work:

Area 1 includes, but is not limited to the existing Cruise Terminal F complex requiring the reconfiguration and renovation of its three-story passenger terminal. Area 1

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is limited to work within the existing building footprint for all (3) three floors/levels. The existing ground floor may functionally remain the same; however, will include demolition to open up/reconfigure a more flexible, efficient baggage laydown area, a secured embark bag drop/X-ray and baggage hold area. It is planned that the existing baggage conveyance system will be removed along with the existing epoxy finish to be replaced with polished concrete. The existing second level of Cruise Terminal F will primarily become a large waiting/seating area with direct access to the third level, sterile passenger concourse and Passenger Boarding Bridges (PBB). It is the intent that the existing vertical "cores" (i.e., elevators, escalators and stairs, etc.) and existing infrastructure may remain intact and/or refurbished and utilized for the expansion. It is also the intent that the majority of the existing structural, mechanical, electrical, and plumbing systems remain intact with the exception of certain upgrades that may be required to the existing fire protection/alarm systems.

Area 2 includes, but is not limited to the construction of a new two-story (with a third story mezzanine) addition immediately east of Cruise Terminal F of adequate size to accommodate new vessels. This new building will accommodate the passenger embarkation functions: Embark Passenger Security (ground floor); curbside and interior restrooms; support office/ancillary spaces; and Passenger Check-in (second floor), with direct access to the waiting areas within the existing second floor terminal. To accommodate the new building, a limited portion of the existing "S" curved roof, which currently covers an existing provisioning area, will be demolished. The balance of the existing roof may remain.

Area 3 includes, but is not limited to, a third level sterile concourse relocation and extension leading to the PBB's, which will be extended eastward to accommodate the new ships. It is anticipated that the north façade, facing the ship, be designed with flexibility in mind regarding the operable glazing system, to accommodate the connection to the sterile concourse area.

Area 4 includes, but is not limited to the reconfiguration of an existing open lot area south of the new embarkation building (Area 2) to accommodate a new Ground Transportation Area (GTA)/Intermodal Area for the staging of additional buses; along with an upgrade and expansion of drop-off zone(s) for taxis, limos and cars. This area may include lighting, drainage, wayfinding, architectural landscaping and required drainage.

The Design-Builder is expected to employ all means necessary to meet the schedule provided, which may include multiple shifts and/or a 7 day a week work schedule. Any work planned for Cruise Terminal F must be coordinated with PortMiami, and shall not interrupt cruise operations. The Design-Builder shall not occupy and/or perform work inside the existing terminal when cruise ships are docked and existing Cruise Terminal F is in operation. The number of vessel calls during the off-peak cruise season (May 1 - October 30) is significantly less than during the peak cruise season (November 1 - April 30). The Design-Builder may occupy and work inside the existing terminal when the terminal is not in operation, subject to certain security requirements. The Design-Builder shall coordinate with PortMiami to schedule the work in a manner that does not impact existing terminal operations (waterside and landside).

**ARTICLE 13
GENERAL PROVISIONS**

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

Pursuant to Section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN-BUILDER and other persons employed or utilized by the DESIGN-BUILDER in the performance of this Contract. DESIGN-BUILDER shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings. DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration termination of the Contract.

13.1.1) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, subconsultants, the registered professionals (architects and/or engineers) and subcontractors under this Contract.

13.1.2) **CONTRACT SECURITY:** The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "D". The Surety Performance and Payment Bonds shall be in the amount of 100% of the TOTAL CONTRACT AMOUNT covering all sums under the CONTRACT. The Bonds must be in the form of a Surety Bonds written through a local surety bond agency, rated as to management and strength as set forth below.

13.1.3) **SURETY BOND QUALIFICATIONS:** The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

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- 13.1.4) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work in strict accordance with this Contract Documents and with the Request for Design-Build Services and the completion of the Work free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if DESIGN-BUILDER were the obligee or obligees therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

The DESIGN-BUILDER shall provide a Performance and Payment Bond in accordance with state law. Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

- 13.1.4.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he intends to look to the bond for protection.
- 13.1.4.2) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 13.1.4.3) No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.
- 13.1.5) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:
- 13.1.5.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS

The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by subconsultants and subcontractors), within the specified time

period and specified cost. The DESIGN-BUILDER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a DESIGN-BUILDER with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants and subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or subconsultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants and subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of subconsultants and subcontractors Work.

- 13.2.1) The DESIGN-BUILDER shall be responsible to re-perform any deficient, defective Work and/or services identified by the COUNTY within twelve (12) months following Substantial Completion and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Substantial Completion.

13.3) INSURANCE

- 13.3.1) Within fourteen (14) days after the date of the execution of this Contract and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has been completed and accepted by the COUNTY. The DESIGN-BUILDER shall furnish to the COUNTY:

Certificate(s) / Policy of Insurance, which indicate that Insurance coverage has been obtained which meets the requirements as outlined below.

- A. Certificate(s) of Insurance which clearly indicate the coverage required in Sections A, C, B and D.
- B. Original Policy which indicates the coverage required in Section E.

- A) Worker's Compensation Insurance for all employees of the DESIGN-BUILDER as required by Florida Statute 440.
- B) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Insurance shall include coverage for Explosion Collapse and Underground Hazards. Miami-Dade County must be shown as an additional Insured with respect to this coverage.
- C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D) Professional Liability Insurance in the name of the DESIGN-BUILDER or its Engineer / Architect in an amount not less than \$1,000,000 per claim.
- E) **Prior to occupying the site provide:** Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Design-Builder. This coverage is to be maintained until substantial completion of the work as determined by Miami-Dade County, Seaport Department.
- F) Flood Insurance for properties in flood zone A or V, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A and the policy must be provided at such time that the building's walls and roofs exist.

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

- 13.3.2.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division. Or the company must hold a valid Florida Certificate of Authority as show in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" Issued by the State of Florida Department of Financial Services.

The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY prior to commencing any operations under this Contract,

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which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the Work Site and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the COUNTY'S REPRESENTATIVE may discontinue said insurance. In any instance where Work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above prior to performing the Work.

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1 STREET, SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of the liabilities and obligations under this Article or under any other Article of this Contract and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

- 13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract.
- 13.3.4) DESIGN-BUILDER shall name the COUNTY, the SEAPORT, and their employees, agents, and consultants as additional insureds on all insurance policies, with the exception of Professional Liability policies.

13.4) PERFORMANCE

- 13.4.1) PERFORMANCE AND DELEGATION: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY, and such consent shall be in the COUNTY'S sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and the subcontractors and subconsultants specifically identified in Sections 6.2 and 7.2, unless otherwise approved in writing by the COUNTY. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as subconsultant or subcontractor is at MCM's own risk and the COUNTY may disapprove the use of such other subcontractors and subconsultants, if deemed to be in the

County's best interest.

- 13.4.2) **TIME FOR PERFORMANCE:** The DESIGN-BUILDER agrees to start all Work hereunder upon the date indicated in the NTP issued by the SEAPORT and complete the Work within the time specified in the Contract.

13.4.2.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other than COUNTY caused) the COUNTY may notify the Internal Services Department Division of Small Business Development, and any other entity established by the COUNTY for tracking the performance of unsatisfactory performance, and may notify the DESIGN-BUILDER'S Surety.

- 13.4.3) **Performance Evaluations:** Performance evaluations of the services rendered under this Contract shall be performed by the COUNTY and shall be utilized as evaluation criteria for future solicitations.

13.4.4) **UNFINISHED OR INCOMPLETE WORK**

If at any time before Final Completion of the Project the COUNTY'S REPRESENTATIVE finds there is unmaned or unfinished or incomplete Work, or Work delay or Work stoppages, it shall notify the DESIGN-BUILDER in writing to finish or complete the Work at DESIGN-BUILDER's expense forthwith using whatever professional services, and construction labor, materials and equipment necessary to perform the Work in accordance with the Contract Documents.

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good efforts to for completing any of the above Work activities as specified, the COUNTY'S REPRESENTATIVE shall give notice to the DESIGN-BUILDER in writing specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to take the measures necessary to perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice, or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to reserve the right to place the DESIGN-BUILDER in default and notify its surety of same.

13.5) **PROJECT SUSPENSION OR ABANDONMENT**

- 13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days notice to the DESIGN-BUILDER of such Project abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by DESIGN-BUILDER and the COUNTY for direct labor,

equipment and materials, general conditions and rates for overhead and profit as applicable for Extra Work. The COUNTY will not be liable for stand-by, overhead, or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for Work which was performed prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract, and may hire or contract with another DESIGN-BUILDER to complete the project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience at its sole discretion, performance of Work under this Contract in whole or in part, if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract, and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination, and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces, and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

It is expressly understood and agreed that the COUNTY reserves the right to, at its sole discretion; terminate this Contract in total or in part, without cause or penalty, by giving a written Notice of Cancellation by the COUNTY REPRESENTATIVE to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of such termination without cause, the DESIGN-BUILDER will be paid for all services, labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its subconsultants and subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. Specific Work shall be paid for as follows:

The value of all Items of Work completed under the Contract based upon the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the COUNTY'S REPRESENTATIVE.

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The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the Work Site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a SEAPORT storage yard designated by the COUNTY'S REPRESENTATIVE prior to payment being authorized. To the extent the material has been ordered and cancellation of the order requires the payment of a reasonable restocking fee, without a markup, such fee shall be paid by the COUNTY.

Items from the Schedule of Values or unit price items which are partially completed will be paid as specified below in this section. In the event of termination or cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any Work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER be entitled to any consequential damages.

The COUNTY shall have the right to cancel those portions of the Contract relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this section. Where items of Work are not complete the DESIGN-BUILDER will be allowed a profit percentage on the materials used and on construction actually performed, at the same rates as provided for "Extra Work" and Change Orders, but, as above, no allowance will be made for future anticipated profits on the balance of such Work.

13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to materially comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, to the satisfaction of the COUNTY, to cure the default within the timeframe below. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event, partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article 13.12 "RIGHTS OF DECISIONS AND DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the County may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

A default in any contract with Miami-Dade County shall constitute a default in this Contract, and shall allow Miami-Dade County all remedies for default.

If the DESIGN-BUILDER fails to begin the Work under the Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsatisfactorily, or neglects or refuses to remove

materials or to perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to its surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and its surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of seven (7) days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and its surety with a formal Notice of Default by Certified mail and shall have full power and authority fourteen (14) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the Work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the Work under Contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the Work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

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

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List.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

13.7.1) The COUNTY reserves the right to audit the records of the DESIGN-BUILDER related to this Contract at any time during the prosecution of the work.

For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including, but not limited to: audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including, but not limited to: purposes of verifying that certified cost or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract, the DESIGN-BUILDER shall, for a period of five (5) years after the date of Final Completion under this Contract:

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

Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

13.7.2.2) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of its subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive

license of the copyright to the DESIGN-BUILDER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, DESIGN-BUILDER shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Contract is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.8.1) The DESIGN-BUILDER may reuse data where appropriate from other sections of the work included in this contract provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Contract. If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the COUNTY'S sole risk without legal liability to the DESIGN-BUILDER.

13.8.2) The DESIGN-BUILDER shall bind all subconsultants and subcontractors to the Contract requirements for re-use of plans and specifications.

13.9) COMPLIANCE WITH LAWS

13.9.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.9.1.1) In accordance with Florida Statutes 119.07(3) (ee), "facility plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a facility, ...or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the SEAPORT, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing Work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

13.9.1.2) The DESIGN-BUILDER and its subconsultants and subcontractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the COUNTY.

13.9.1.3) The DESIGN-BUILDER and its subconsultants and subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this article, the DESIGN-BUILDER agrees to abide by and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all Federal, State, County and local statutes, laws, rules, regulations, Procedures, Ordinances, Resolutions, Administrative Orders, and standards applicable to the contract, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include, but are not limited to those listed in the RDBS Section 1.2, including the list below, all as they may be amended from time to time:

- Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01, 00-46.
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information);
- Ordinance No. 90-143 - Responsible Wages and Benefits ;
- Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
- Ordinance No. 92-15 - Drug-free Work place, as amended by Ordinance No. 00-30;
- Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-104 - Subcontractor/Supplier Listing, ISD Form 7 attached as Exhibit "F" ;
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to Include Value Analysis as part of the scope of services;
- Ordinance No. 98-30 - County Contractors Employment and Procurement Practices;
- Ordinance No. 03-27 - Code of Silence;
- Ordinance No. 99-5 - Domestic Violence Leave;
- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders
- Ordinance No. 00-18 - Debarment;
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00;
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 - Code of Business Ethics; Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 - Community Business Enterprise Program;
- Resolution R-182-00 - Compliance with ADA and other Laws
- Resolution R-994-99 - Code of Business Ethics;
- Resolution R-185-00 - Domestic Violence Leave Requirements are a Condition of Award;

Energy Efficient Building Tax Credit (if applicable) - Energy Efficient Building Tax Credit (IF APPLICABLE) - The Energy Policy Act (EP Act) of

2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
3. County reserves the right to retain a third party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
4. The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance No. 77-13, by filing within 30 days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the Design-Builder's current federal income tax return

13.9.4) AFFIRMATIVE ACTION

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Division of Small Business Development, and any approved update thereof are hereby incorporated as

contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative action specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.

13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS

13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The COUNTY agrees to make monthly payments to the DESIGN-BUILDER, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The DESIGN-BUILDER agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. The DESIGN-BUILDER shall submit duly certified invoices in triplicate to the DIRECTOR in a form acceptable to the DIRECTOR. Each invoice shall make reference to the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

13.9.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

13.9.6.1 According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The DESIGN-BUILDER shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form. The audit cost shall also be included in all change

orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition; the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (DESIGN-BUILDER/Vendor/Consultant), its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the DESIGN-BUILDER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (DESIGN-BUILDER/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order payment application files, worksheets, proposals and contracts from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The DESIGN-BUILDER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, vendor, and consultant, its officers, agents, employees, subcontractors and suppliers. The DESIGN-BUILDER, vendor, and consultant shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the (DESIGN-BUILDER/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this Article shall impair any independent right to the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, vendor, and consultant or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreement under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and COUNTY in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials.

Upon ten (10) days written notice to DESIGN-BUILDER from an

IPSIG, the DESIGN-BUILDER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the DESIGN-BUILDER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the DESIGN-BUILDER, its officers, agents and employees. The DESIGN-BUILDER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the DESIGN-BUILDER in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER or third parties.

- 13.9.7) The DESIGN-BUILDER must also submit with the executed Contract, to be filed with the Clerk of the Board, the applicable affidavit(s).

MONTHLY UTILIZATION REPORT ("MUR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file monthly utilization reports with the COUNTY's contracting department monthly, unless designated otherwise. The MUR is required to accompany every invoice, and on or before the tenth (10th) working day following the end of the month that the report covers. The MUR should indicate the amount of contract monies received and paid to the DESIGN-BUILDER, including payments to subconsultants and subcontractors (if applicable), from the COUNTY pursuant to the Project. Invoices shall not be considered valid without said form. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the Work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Regulatory and Economic Resources, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the Format, which can be found at <http://www.miamidade.gov/smallbusiness/business-development-forms.asp>.

- 13.9.8) CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the

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compensation provided are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the Work by the COUNTY, whichever is later.

TRUTH IN NEGOTIATION: pursuant to A.O. 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - Category 4), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The above language suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount.

13.10) MISCELLANEOUS PROVISIONS

- 13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.10.2) The DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that DESIGN-BUILDER brings into the Site, other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations and execution of the work.
- 13.10.3) FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, tropical storm at a strength warranting closure of County facilities by the Mayor and cessation of work, flood or similar occurrence, strike, an act of a public enemy, terrorism, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Contract, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above/below) or the acts or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Port Representative. The weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina and published by the National Oceanic and Atmospheric Administration (This data is taken from the table of normals, means, and extremes in the most recent Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida).

No party hereto shall be liable for its failure to carry out its obligations under the Contract during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and such cause shall, so far as possible, be remedied with all reasonable dispatch to the extent possible.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

- 13.10.4) **STANDARD OF CARE:** In the performance of its services, DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County.
- 13.10.5) **RESPONSIBILITY FOR OTHERS:** DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER subconsultants and subcontractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.10.6) **RIGHT OF ENTRY:** The COUNTY grants to DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-Site to original condition.

13.11) SUCCESSORS AND ASSIGNS

13.11.1) The DESIGN-BUILDER and the COUNTY each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the COUNTY'S REPRESENTATIVE the opportunity to approve or reject all proposed assignees, successors, or other

changes in the ownership structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.12) DISPUTE RESOLUTION

13.12.1) All services shall be performed by the DESIGN-BUILDER to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Contract, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

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

The parties to this contract hereby authorize the SEAPORT DIRECTOR, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the DESIGN-BUILDER and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both DESIGN-BUILDER and the COUNTY may present evidence and live testimony. The proceedings shall be recorded or transcribed, at the expense of the initiating party, and shall be conducted on an informal basis, with hearsay evidence being admissible.

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

Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance.

13.13) CERTIFICATION

13.13.1) The DESIGN-BUILDER certifies that no companies or persons, other than bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S subconsultants and subcontractors, approved by the COUNTY, have been retained or employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time

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employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S COUNTY approved subconsultants and subcontractors, to accomplish the Work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS

Unless otherwise expressly provided in the Contract Documents to be part of the Work, DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, DESIGN-BUILDER will stop work immediately in the affected area and duly notify COUNTY'S REPRESENTATIVE and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include COUNTY retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as a part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

DESIGN-BUILDER shall be obligated to resume work at the affected area of the Project only after COUNTY'S expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the affected Work-Site.

DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract time(s) to the extent DESIGN-BUILDER'S time of performance has been adversely impacted by the presence of Hazardous Conditions

To the fullest extent permitted by law, COUNTY shall indemnify, defend and hold harmless DESIGN-BUILDER, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, Director's, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work-Site.

Notwithstanding the preceding provisions of this Section, COUNTY is not responsible for Hazardous Conditions introduced to the Site by DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable. DESIGN-BUILDER shall indemnify, defend and hold harmless COUNTY and COUNTY'S officers, Director's, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable.

13.15) TIME EXTENSIONS AND DELAY

Where the progress of the DESIGN-BUILDER is delayed, and such delay is beyond the control of the DESIGN-BUILDER, and if such delay affects the critical path of the Project, based on the approved Baseline Project Schedule, the DESIGN-BUILDER shall, within five (5) days of the start of the delay, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Within 5 days therefrom, if justified, request an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay, and shall include sufficient, credible, and complete documentation to include, but not limited to, approved schedules and analysis to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S Baseline Project Schedule, as approved by the COUNTY'S REPRESENTATIVE. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path schedule of the Project, based on the approved Baseline Project Schedule, the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, as approved by the COUNTY'S REPRESENTATIVE.

Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided for above, is a condition precedent to any obligation on the part of the COUNTY to grant a non-compensable time extension and/or associated change order extent the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay.

A non-compensable time extension shall be the sole remedy available to the DESIGN-BUILDER for delays beyond the control of the COUNTY and the DESIGN-BUILDER. UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The DESIGN-BUILDER shall not be entitled to an increase in the Contract Sum or payment of compensation of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference of hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages, in the liquidated amount specified herein, by the DESIGN-BUILDER as available in law through a court of competent jurisdiction for hindrances of delays caused solely by the bad faith, fraud, or interference of the COUNTY or its agents or hazardous conditions caused by the County or its agents. Otherwise, the DESIGN-BUILDER shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension the DESIGN-BUILDER shall within five (5) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE'S of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension, and failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on any litigation related to any claim for

time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said, confirmed, records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY'S REPRESENTATIVE shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule shall reflect all delays which previously impacted the Work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of Five Thousand dollars (\$5,000.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including, but not limited to: profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, materialmen, suppliers, or vendors.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for compensable delays and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses of any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or other project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate, or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs
11. Loss of efficiency
12. Acceleration costs
13. Loss of opportunity
14. All other indirect and consequential costs not listed herein.

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs)

13.16.1) General. DESIGN-BUILDER may, at its sole option and its sole expense, develop, prepare and submit a Value Engineering Proposal ("VEP") to modify the requirements of the Contract Documents, provided that it does so in accordance with the following requirements. DESIGN-BUILDER'S VEP shall clearly demonstrate that modifying the requirements of the Contract Documents would: (a) result in a net reduction in the Contract Price; (b) not impair, in any manner, the essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, desired appearance, design and safety standards; and (c) not adversely impact the Project Schedule or the Contract Time(s). The COUNTY shall have the right, at its sole option and discretion, to accept or reject any VEP.

13.16.2) Definitions. For purposes of this Section, the following terms shall have the following meanings:

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support, or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs DESIGN-BUILDER and any Subcontractor incurs on a VEP specifically in developing, testing, preparing, and submitting the VEP, as well as those costs DESIGN-BUILDER incurs to make the modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in DESIGN-BUILDER'S cost of performance of the Contract that result from Owner's acceptance of the VEP, minus DESIGN-BUILDER'S Development and Implementation Costs.

13.16.3) VEP Preparation and Submission. As a minimum, DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below.

A. A description of the difference between the existing requirements under the Contract Documents and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.

B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.

C. A separate, detailed cost estimate for: (i) the affected portions of the

existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.

- D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.
- E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.
- F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.16.4) Owner's Action.

- A. Owner shall notify DESIGN-BUILDER of the status of the VEP within ten (10) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify DESIGN-BUILDER within the ten (10) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.
- B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.
- C. If the VEP is not accepted, Owner shall notify DESIGN-BUILDER in writing, explaining the reasons for rejection. DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.
- D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.
- E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.
- F. DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing.

- A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.
- B. Payment of any share due DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations

- A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.
- B. The submission of a VEP by DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.
- C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.
- D. DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS

- 13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including, but not limited to the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only, and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY, and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.
- 13.17.2) The DESIGN-BUILDER shall, during design and construction activities, make whatever Site investigations the DESIGN-BUILDER deems diligent or prudent: _____, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent, investigation, in planning or executing the Work. Where Site conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.

13.17.3) In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately twenty-four (within 24 hours), and before such conditions are further disturbed, notify the COUNTY'S REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or two (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER'S cost of, or the time required for the performance of any part of the Work under the Contract, an adjustment, excluding loss of anticipated profits may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the contract is warranted.

13.17.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.17.3 of this Article and Article 13.18, NOTICE OF POTENTIAL CLAIM.

13.17.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.

13.17.6) If the SEAPORT is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM

13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.

13.18.2) The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE with immediate verbal notification of any potential claims followed by

written notice of potential claims within three (3) days of the verbal notification. Within five (5) days therefrom, the written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of Work giving rise to the potential claim.

- 13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.
- 13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.
- 13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and he has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the Work-Site.

13.20) CORRECTIONS OF WORK OR MATERIAL

If at any time before the Final Completion of the Project, defects in the Work or materials, unsatisfactory Work or material, poor workmanship, damaged, destroyed, or incorrect Work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the Work, the DESIGN-BUILDER so notified shall immediately correct such Work at its expense using whatever material and labor necessary in accordance with the plans and specifications. DESIGN-BUILDER may submit notice of a potential claim if it disagrees with the COUNTY'S REPRESENTATIVE.

Previous inspection of such Work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of its responsibility for any of

the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above Work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject Work discontinued and have the Work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible Work or materials before being covered. The DESIGN-BUILDER shall furnish at its expense necessary personnel and facilities for inspection of such Work or materials after being covered, if so required. If in the COUNTY'S REPRESENTATIVE'S opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the Work or materials which shall not be incorporated in the Work without replacement or corrective Work sufficient to obtain the COUNTY'S REPRESENTATIVE'S approval. All costs for the correction of said Work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best practices of the trade; even if the Department for its convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the Department to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective Work, including tests, prior to performing any Work, the DESIGN-BUILDER must submit its method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this Work. The COUNTY'S REPRESENTATIVE will only approve the completed Work when it is satisfactorily performed. All costs for this Work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY

13.21.1) COUNTY'S Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY'S status thereunder:

- (1) The COUNTY retains all of its sovereign prerogatives and rights as

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a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the Project Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any COUNTY, City or third party permit or needed approval; or

(4) To contest, defend against, or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature shall not bind the Board, the Department, Regulatory and Economics Resources or any other COUNTY, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages, or losses to the DESIGN-BUILDERS or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY'S obligation to use reasonable good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed a breach or default of this Contract.

13.22) ENTIRETY OF CONTRACT

This writing and its attachments embodies the entire contract and understanding between the parties hereto, and there are no other contracts and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modifications of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

13.23) SEVERABILITY

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the parties shall be conducted in the United States Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and the parties hereby submit to the jurisdiction of such courts. The parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

13.25) SURVIVAL

The parties acknowledge that any of the obligations in the Contract which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.26) NO WAIVER

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.27) REMEDIES

Subject to the terms of this Agreement, the Parties may avail themselves of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Parties. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The Parties' rights and remedies as set forth in the Contract are not exclusive and are in addition to any other rights and remedies in law or in equity.

13.28) CONTRACT DOCUMENTS:

As defined previously, the Contract Documents are comprised of this Contract, the RDBS Step One and Step Two documents together with the Design Criteria Package and all addenda thereto, and the DESIGN-BUILDER'S respective submittals/proposal to those RDBS documents, and the construction plans and specifications, samples shop drawings and other submittals as prepared by the DESIGN-BUILDER and approved for compliance in accordance with the previously issued Contract Documents by the COUNTY. Unless specifically defined and approved in writing by the COUNTY such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Package, and this Contract take precedent over other Contract Documents.

13.29) NO THIRD PARTY BENEFICIARIES

Nothing under the Contract Documents shall afford any third party to this Contract, including members of the public, third-party beneficiary status hereunder

13.30) AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.31) HEADINGS

The headings used in these General Conditions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.32) COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.33) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The DESIGN-BUILDER shall comply with the State of Florida Public Records Law, Section 119.0701, Florida Statutes, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the DESIGN-BUILDER does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the Contract.

13.34) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGNER-BUILDER

The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or the DIRECTOR'S designee.\

13.35) OWNER DIRECT PURCHASE PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A) The Contractor has included Florida State Sales Tax and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with this Section.

PART 2 - PRODUCTS

2.01 GENERAL

- A) Any equipment, materials or supplies directly purchased by the Owner that are included in the Contractor's contract shall be referred to as Owner Direct Purchased Materials and the responsibilities of both Owner and the Contractor, as the case may be, relating to such Owner Direct Purchased Materials shall be governed by the terms and conditions of these procedures.
- B) Material suppliers shall be selected by the Contractor awarded the contract. The Contractor has included the price for all construction materials plus applicable taxes in his bid. Owner Direct Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the contract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

PART 3 - EXECUTION

3.01 PROCEDURES

- A) Contractor shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- B) Upon request from Owner, and in a timely manner, Contractor shall submit the attached Purchase Order Requisition Form to the Owner's Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price.
- C) Such Purchase Order Requisition Forms are to be submitted to Owner's designated representative no less than two (2) weeks prior to the need for ordering such Owner Direct Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.
- D) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, the Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery date provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.
- E) All shop drawings and submittals shall be made by the Contractor in accordance with the Project Specifications.
- F) Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. At the time of, and subsequent to, the delivery of such materials, the Owner shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices

issued by the supplier or vendor pursuant to the procedures in Paragraph G below.

- G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the Owner's Representative for processing and payment in the manner as all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) The Contractor shall insure that Owner Direct Purchase materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
- I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.
- J) The transfer of possession of Owner Direct Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials. Owner Direct Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased Materials.

The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Paragraph F above.

- K) On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project site during that

month and either concur or object to the Owner's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.

- L) In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
- M) Salvage materials shall be the property of the Owner and stored or removed from the site by the Contractor at the Owner's discretion.
- N) From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials.
- O) Upon completion of the project, the Contractor shall execute and deliver to the Owner, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in Contractor's bid to Owner's Representative.

13.36) WAIVER OF CONSEQUENTIAL DAMAGES

DESIGN-BUILDER and COUNTY waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to:

- A) Damages incurred by the COUNTY for rental expenses, for losses of use, income, profit, third party delay claims, financing, business and reputation, and for loss of management of employee productivity or of the services of such persons.
- B) Damages incurred by the DESIGN-BUILDER for loss of financing, business and reputation, loss of bonding capacity, and for loss of profit except anticipated profit arising directly from the work.

(This section was intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:
Secretary: [Signature]

Munilla Construction Management LLC
Signature
Legal Name of Corporation dba MCM

By: Munilla Construction Management LLC
Legal Name of Corporation dba MCM
[Signature]
Signature



Alexis Leal, Sr. Director of Corporate
Legal Name and Title Operations

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved as to form and Legal Sufficiency:

Risk Management Division

[Signature]
Assistant County Attorney

Date: [Signature]
APPROVED AS TO
INSURANCE REQUIREMENTS
RISK MANAGEMENT DIVISION
DATE 10/13/16

Date: 10/13/16

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IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

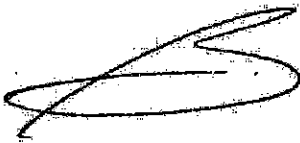
FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN
Clerk of the Court

JUAN KURLA
SEAPORT DIRECTOR

By: Clerk of the Board

By:



for JK
Signature *Dr. T. [unclear]*

Signature

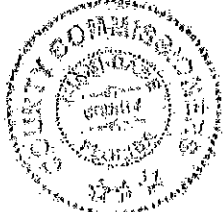
Signature

Date:

10/14/16

Date:

10-13-16



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EXHIBIT "A"

**PROJECT SCHEDULE; MOBILIZATION & ENGINEERING
SCHEDULE, AND INITIAL BASELINE PROJECT SCHEDULE**

(5 PAGES)

DB15-SEA-01

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PORT OF MIAMI TERMINAL - RENOVATION

Activity	Start	End	Notes
A110 Foundation Cast-in-place Embank Building	10-Nov-16	23-Dec-16	
A120 Steel Embank Building	15-Feb-17	15-Feb-17	
A130 Top Out Embank Building	18-Feb-17	18-Feb-17	
A140 Erecting Embank Building	19-Mar-17	08-Jun-17	
A150 Install Fire Protection System Embank	18-Feb-17	24-Mar-17	
A160 Windows & Exterior Surfaces Embank Building	15-Mar-17	22-Mar-17	
A170 City of Miami Building	0	22-Mar-17	
A180 Erecting Fishes Embank Building	24-Mar-17	12-May-17	
A190 Erecting Mechanical Equipment Embank Building	17-May-17	17-May-17	
A200 Interior Embank Building	20-Mar-17	26-Mar-17	
A210 Install Mechanical Systems Embank Building	10-Jun-17	09-Aug-17	
A220 Install Electrical & Low Voltage Systems Embank Building	10-Jun-17	16-Aug-17	
A230 Permanent Power	0	08-Aug-17	
A240 Install TSA Equipment - Passenger Screening Area	31-Jul-17	05-Sep-17	
A250 Tech TSA Equipment - Passenger Screening Area	20-Sep-17	04-Oct-17	
A260 Structural Steel Embank Bridge	17-Feb-17	17-Sep-17	
A270 Roofing Bridge	19-Mar-17	14-Apr-17	
A280 Windows Substituted Structural Bridge	20-Apr-17	04-May-17	
A290 Install Rain Water Leakers Bridge	07-May-17	19-May-17	
A300 Erecting Fishes Bridge	28-Apr-17	09-Jun-17	
A310 Interior Fishes Bridge	28-Apr-17	18-Jun-17	
A320 Install Fire Protection System Bridge	4-May-17	18-May-17	
A330 Install Mechanical Systems Bridge	7-May-17	31-May-17	
A340 Install Electrical & Low Voltage Systems Bridge	20-May-17	18-Jun-17	
A350 Site Improvements New Information Area	13-Jun-17	24-Jun-17	
A360 Payment Bridge New Information Area	14-Jun-17	24-Jun-17	
A370 Traffic Signs New Information Area	15-Jun-17	24-Jun-17	
A380 TCO Embank Building Bridge	0	04-Oct-17	
A390	0	04-Oct-17	
A400	0	04-Oct-17	
A410	0	04-Oct-17	
A420	0	04-Oct-17	
A430	0	04-Oct-17	
A440	0	04-Oct-17	
A450	0	04-Oct-17	
A460	0	04-Oct-17	
A470	0	04-Oct-17	
A480	0	04-Oct-17	
A490	0	04-Oct-17	
A500	0	04-Oct-17	
A510	0	04-Oct-17	
A520	0	04-Oct-17	
A530	0	04-Oct-17	
A540	0	04-Oct-17	
A550	0	04-Oct-17	
A560	0	04-Oct-17	
A570	0	04-Oct-17	
A580	0	04-Oct-17	
A590	0	04-Oct-17	
A600	0	04-Oct-17	
A610	0	04-Oct-17	
A620	0	04-Oct-17	
A630	0	04-Oct-17	
A640	0	04-Oct-17	
A650	0	04-Oct-17	
A660	0	04-Oct-17	
A670	0	04-Oct-17	
A680	0	04-Oct-17	
A690	0	04-Oct-17	
A700	0	04-Oct-17	
A710	0	04-Oct-17	
A720	0	04-Oct-17	
A730	0	04-Oct-17	
A740	0	04-Oct-17	
A750	0	04-Oct-17	
A760	0	04-Oct-17	
A770	0	04-Oct-17	
A780	0	04-Oct-17	
A790	0	04-Oct-17	
A800	0	04-Oct-17	
A810	0	04-Oct-17	
A820	0	04-Oct-17	
A830	0	04-Oct-17	
A840	0	04-Oct-17	
A850	0	04-Oct-17	
A860	0	04-Oct-17	
A870	0	04-Oct-17	
A880	0	04-Oct-17	
A890	0	04-Oct-17	
A900	0	04-Oct-17	
A910	0	04-Oct-17	
A920	0	04-Oct-17	
A930	0	04-Oct-17	
A940	0	04-Oct-17	
A950	0	04-Oct-17	
A960	0	04-Oct-17	
A970	0	04-Oct-17	
A980	0	04-Oct-17	
A990	0	04-Oct-17	
A1000	0	04-Oct-17	

BASE LINE SCHEDULE

PORT OF MIAMI TERMINAL F RENOVATION

BBA

Page 3 of 5

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Activity	Start	Finish	Duration	Notes
A1580 Install New Energy Fan-Steps Support 1st FL	10-08-Aug-17	23-Aug-17	15	
A1581 Remove Existing Metal Canopies Existing Terminal 2nd FL	15-08-Aug-17	20-Aug-17	6	
A1582 Remove Existing Metal Canopies Existing Terminal 2nd FL	15-08-Aug-17	19-Aug-17	5	
A1583 Re-use Existing Metal Canopies, reposition Existing Terminal 2nd FL	14-Jul-17	18-Jul-17	4	
A1584 Patch to match Existing Metal Canopies Existing Terminal 2nd FL	20-Jul-17	20-Aug-17	1	
A1585 Install New Energy Fan-Steps Support 1st FL	10-08-Aug-17	23-Aug-17	15	
A1586 Remove Existing Metal Canopies Existing Terminal 2nd FL	15-08-Aug-17	20-Aug-17	6	
A1587 Re-use Existing Metal Canopies, reposition Existing Terminal 2nd FL	14-Jul-17	18-Jul-17	4	
A1588 Patch to match Existing Metal Canopies Existing Terminal 2nd FL	20-Jul-17	20-Aug-17	1	
A1589 Owner Salvage of Steel & Mechanical Enclosures-Bunker 1st FL	17-Aug-17	23-Aug-17	6	
A1590 Remove Steel & Mechanical Enclosures-Bunker 1st FL	14-Aug-17	18-Aug-17	4	
A1591 Remove Existing Doors-Bunker 1st FL	20-Jul-17	21-Aug-17	2	
A1592 Demo & Install New Drywall Partitions-Bunker 1st FL	15-31-Jul-17	18-Aug-17	3	
A1593 Install Pacific Canopies-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1594 Install Steel Edge Staircase-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1595 Install New Gate-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1596 Install Pacific Canopies-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1597 Install New & Re-used overhead Doors-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1598 Install Guard Access for New Gate-Bunker 1st FL	22-Aug-17	25-Aug-17	3	
A1599 Install TSA Equipment - Big Screening Area	15-29-Aug-17	15-Sep-17	15	
A1600 Test TSA Equipment - Big Screening Area	18-Sep-17	15-Oct-17	28	
A1601 Bunker Building 2nd FL	10-08-Aug-17	15-Oct-17	66	
A1602 Concrete Removal of Security Equipment-Bunker 2nd FL	12-Aug-17	20-Aug-17	8	
A1603 Reconfigure Furniture & Return to the Owner-Bunker 2nd FL	20-Aug-17	20-Aug-17	1	
A1604 Demolish Power & Data to Security Equipment-Bunker 2nd FL	13-21-Aug-17	10-Aug-17	7	
A1605 Patch up to match existing (reposition) Security Equipment-Bunker 2nd FL	22-Aug-17	25-Aug-17	3	
A1606 Install New Drywall Partitions-Bunker 2nd FL	22-Aug-17	25-Aug-17	3	
A1607 Install Power, Data & AV Trunk Cables-Bunker 2nd FL	22-Aug-17	25-Aug-17	3	
A1608 Final Completion of the Project	15-Oct-17	15-Oct-17	1	

Actual Work
 Remaining Work
 Critical Path/Key Work

↑ Milestone
 Summary

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EXHIBIT "B"

**LETTERS OF AGREEMENT AND
SCHEDULES OF PARTICIPATION**

(10 PAGES)

DB15-SEA-01

Letter of Agreement (LOA)

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program



THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: MCM
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB15-SEA-01 (DESIGN) the undersigned hereby agrees to utilize the Small Business Enterprise - Architectural & Engineering (SBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the SBE-Goods and Services Ordinance No. 01-103 as amended.

*Name of Proposed SBE-A/E Firm BERENBLUM BUSH ARCHITECTURE

Name of Certified SBE-A/E *Prime/Sub (SBE-A/E meeting the goal)	SBE-A/E Certification Number	SBE-A/E Certification Expiration Date	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
BERENBLUM BUSH ARCHITECTURE, INC	15162	12/31/2018	0502, 0503, 0504, 0507, 1400, 1800, 2200, 541310	21.35%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

_____ VICE PRESIDENT 5/1/16
 Proposer's / Design Builder Signature Proposer's / Design-Builder's Name/Title (Print) (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

_____ VICE PRESIDENT 5-3-2016
 Lead A/E Firm Signature Lead A/E Firm Name/Title (Print) (Date)

THIS SECTION MUST BE COMPLETED BY THE SBE-A/E SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED SBE - ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

SBE-A/E Subconsultant Signature Date

SBE-A/E Subconsultant Name (Print) Title

Name of SBE-A/E Firm

List of Certified Firms <http://www.miamidade.gov/sdd/contracts>

SDD's Website : <http://www.miamidade.gov/sdd/contracts>

Small Business Development Division - Internal Services Department

SBD 105 (Revised 10/14)

**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Munilla Construction Management, db/a MCM
 Address 6201 SW 70th Street, 2nd Floor, Miami, FL 33143
 Project Name Design-Build Services for Cruise Terminal F Upgrades
 CSBE Contract Measure 9.82%

Contact Person Alexis Leal
 Phone 305-541-0000 Fax 305-541-4008
 Project Number DB15-SEA-01

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
MCM	N/A	N/A	N/A	N/A

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No		
Metal Design & Engineering, Inc.	13178	4/30/2018	X		1.24%	
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature:  Alexis Leal, Vice-President, Date: May 9, 2016
 Prime Print Name: Alexis Leal, Vice-President, Date: May 9, 2016

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature:  Jewel Ceballos, Office Manager, Date: 05/09/2016
 Subcontractor Print Name: Jewel Ceballos, Office Manager, Date: 05/09/2016

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Munilla Construction Management dba MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, 2nd Floor, Miami, FL 33143 Phone 305-541-0000 Fax 305-541-4008
 Project Name Design-Build Services for Cruise Terminal F. Upgrades Project Number DB15-SEA-01
 CSBE Contract Measure 9.87%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentages for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor Total Percentage:

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
<u>Chavez Intemas</u> <u>Florida Intemas</u>	<u>12337</u>	<u>03/30/10</u>		<u>X</u>	<u>stucco & gypsum board systems</u>	<u>2.29%</u>	
Subcontractor Total Percentage:							

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature: [Signature] Prime Print Name: Alexis Leal Date: May 9, 2016
 Director of Corporate Operations
 Subcontractor Signature: [Signature] Subcontractor Print Name: Leonel Mateo Date: 5/4/16
 Subcontractor Print Title: Supervisor

The undersigned has responsibly uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is responsibly required to provide such goods or services consistent with normal industry practices, and the ability to otherwise meet the bid specifications.

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Multimedia Construction Management dba MCM Contact Person Alexis Leal
 Address 5201 SW 70th Street, 2nd Floor, Miami, FL 33143 Phone 305-541-0000 Fax 305-541-4008
 Project Name Design-Build Services for Cruise Terminal F.1 Upgrade Project Number DB16-SE0501
 CSBE Contract Measure B.87%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scope of work on the project. Suppliers must include this form in a separate envelope at the time of bid submission. This form must also include the percentage of CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid

The employer/intended to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid (CSBE)	Make-Up % of Bid
			Yes	No			
<u>Arturo P. Rivera Painting, Inc.</u>	<u>12311</u>	<u>8/31/19</u>		<u>X</u>	<u>Painting</u>	<u>2.65%</u>	
					<u>Interior Drywall</u>	<u>0.17%</u>	
Subcontractor Total Percentage:							

I certify that the representation contained in this form are to the best of my knowledge true and accurate.
 Prime Signature: [Signature] Alexis Leal, Director of Corporate Operations, Date: May 9, 2016
 Subcontractor Signature: [Signature] Angel Pardo, President, Date: _____

The undersigned has reasonably unencumbered capacity sufficient to provide the required goods or services, all license and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability in either or others to meet the bid specifications.

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

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**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Munilla Construction Management dba MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, 2nd Floor, Miami, FL 33143 Phone 305-541-0000 Fax 305-541-4000
 Project Name Design-Build Services for Cruise Terminal E Upgrades Project Number DB15-SEA-01
 CSBE Contract Measure 9.82%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor %

Prime Contractor Total Percent: _____

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Prime Contractor % of Bid
			Yes	No			
<u>LOW VOLT RCP SYSTEM</u>	<u>15923</u>			<u>X</u>	<u>ELECTRICAL - Low Voltage Systems</u>	<u>4.97%</u>	

I certify that the representations contained in this form are to the best of my knowledge true and accurate.
 Prime Signature: [Signature] Prime Print Name: Alexis Leal Date: May 9, 2016
 Director of Corporate Operations

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to provide such goods or services, and the ability to otherwise meet the bid specifications.
 Subcontractor Signature: [Signature] Subcontractor Print Name: DENNO JAYMON Date: 5/16/2016
 Subcontractor Print Title: PHOTO COPY

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Murilla Construction Management db/a MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, 2nd Floor, Miami, FL 33143 Phone 305-541-0000 Fax 305-541-4608
 Project Name Design-Build Services for Cruise Terminal F Upgrades Project Number DB15-SEA-01
 CSBE Contract Measure 9.87%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor Total Percentages
MCM	N/A	N/A	N/A	N/A

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
<u>ALICIA RODRIGUEZ</u>	<u>12737</u>	<u>12/31/17</u>		<u>X</u>	<u>30 documents, permits, all other permits and construction documents</u>	<u>0.99%</u>	

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature: [Signature] Prime Print Name: Alexis Leal Vice-President Date: May 9, 2016
 Subcontractor Signature: [Signature] Subcontractor Print Name: Manuel Aleibar U.P. Date: 5/6/15

The undersigned has reasonably demonstrated capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.



SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE-G/S) PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES

Name of Bidder/Proposer Mimilla Construction Management, LLC d/b/a MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, Miami, FL 33143 Phone 305.541.0000 Fax 305.541.9771 Email aleal@mcm-nis.com
 Project Name Design-Build Services for Cruise Terminal F Upgrades Project Number DB15-SEA-01
 SBE - G/S Contract Measure 5%

This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	(if applicable) SBE-G/S Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
MCM	N/A	N/A		N/A	N/A
Prime Contractor Total Percentage:					
Name of SBE-G/S Subcontractor	SBE-G/S Certification No.	Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Subcontractor	SBE-G/S Subcontractor % of Bid
Rosenberg Design Group Inc. d/b/a Rosenberg Gardner Design	14956	02/285/2018	90656	Landscaping Architecture	0.34%
Subcontractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature Bidder/Proposer Print Name Alexis Leal Vice-President Bidder/Proposer Print Title Date 05/09/2016
 SBE-G/S Subcontractor Signature SBE-G/S Subcontractor Print Name Ken Gardner President SBE-G/S Subcontractor Print Title Date 05/09/2016

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

List of Certified Firms: <http://www.miamidade.gov/business/reports/certification-lists.asp>

SBE's Website: <http://www.miamidade.gov/intandservices/smallbusiness.asp>

Small Business Development Division - Internal Services Department

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SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE-G/S) PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES

Name of Bidder/Proposer Munilla Construction Management, LLC d/b/a MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, Miami, FL 33143 Phone 305.541.0000 Fax 305.541.9771 Email aleal@mcm-us.com
 Project Name Design-Build Services for Cruise Terminal F Upgrades Project Number DB15-SEA-01
 SBE - G/S Contract Measure 6%

This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	(if applicable) SBE-G/S Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
MCM	N/A	N/A		N/A	N/A
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-G/S Subcontractor	SBE-G/S Certification No.	Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Subcontractor	SBE-G/S Subcontractor % of Bid
Manuel G Vera & Assoc.	10490	03/31/2018	96460	Land Survey	1.14%
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature Bidder/Proposer Print Name Alexis Leal Bidder/Proposer Print Title Vice-President Date 05/09/2016

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-G/S Subcontractor Signature SBE-G/S Subcontractor Print Name Manuel G Vera SBE-G/S Subcontractor Print Title Executive VP Date 05/09/2016

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

List of Certified Firms: <http://www.miamidade.gov/business/procure-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Development Division - Internal Services Department



SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE-G/S) PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES

Name of Bidder/Proposer Mundilla Construction Management, LLC d/b/a MCM Contact Person Alexis Leal
 Address 6201 SW 70th Street, Miami, FL 33143 Phone 305.541.0000 Fax 305.541.9771 Email aleal@mcm-us.com
 Project Name DESIGN-BUILD SERVICES FOR CRUISE TERMINAL F UPGRADES Project Number DB15-SEA-01
 SBE - G/S Contract Measure 6%

This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	(if applicable) SBE-G/S Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
MCM	N/A	N/A		N/A	N/A

Prime Contractor Total Percentage:

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-G/S Subcontractor	SBE-G/S Certification No.	Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Subcontractor	SBE-G/S Subcontractor % of Bid
Camillo Furniture	10927	02/21/2018	96742	Furniture Production	5.70%

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature [Signature] Bidder/Proposer Print Name Alexis Leal Vice-President [Signature] Date 05/09/2016
 SBE-G/S Subcontractor Signature [Signature] SBE-G/S Subcontractor Print Name Camilo Lopez III SBE-G/S Subcontractor Print Title V.P. Date 05/09/2016

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

List of Certified Firms: <http://www.miamidade.gov/business/records-certification-list.asp>

SED's Website: <http://www.miamidade.gov/infomaterialservices/smallbusiness.asp>

Small Business Development Division - Internal Services Department

EXHIBIT "C"

CONTRACT SCHEDULE OF VALULES

(4 PAGES)

DB15-SEA-01

PortMiami CRUISE TERMINAL F UPGRADES AND EXPANSION
 Miami-Dade County, Florida
 Project No.: 2015-065

SCHEDULE OF VALUES

Financial Proposals shall be submitted and shall include one Lump Sum price for the Design Build Cruise Terminal F Upgrades and Expansion Project. The Lump Sum price shall include all costs for all design, geotechnical, surveys, architectural services, engineering services, permitting, Design Build Firm's quality plan, construction of the project, and all other work necessary to fully and timely complete that portion of the project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit.

No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.	Engineering Design Services				
a.	Prepare Construction Plans (Sign and Seal)	1	LS	\$ 1,667,884.00	\$ 1,667,884.00
b.	Permitting	1	LS	\$ 22,912.00	\$ 22,912.00
c.	Geotechnical Services including Testing	1	LS	\$ 820,207.00	\$ 820,207.00
d.	Survey Services	1	LS	\$ 84,996.00	\$ 84,996.00
e.	Architectural Services	1	LS	\$ 456,389.00	\$ 456,389.00
f.	Post Design Services	1	LS	\$ 104,705.00	\$ 104,705.00
g.	Prepare As-Built Plans (Sign and Seal)	1	LS	\$ 70,657.00	\$ 70,657.00
					Subtotal for Item 1.
					\$ 3,227,750.00
2.	Construction General Requirements				
a.	Mobilization/Maintenance of Traffic	1	LS	\$ 172,455.00	\$ 172,455.00
b.	Permitting/Coordination/Incidental Costs	1	LS	\$ 2,733,717.00	\$ 2,733,717.00
d.	Site Security and Protection	1	LS	\$ 291,498.00	\$ 291,498.00
e.	Erosion Control and Tree Protection	1	LS	\$ 21,064.00	\$ 21,064.00
f.	Daily Cleanup/Dust Control	1	LS	\$ 421,925.00	\$ 421,925.00
g.	Miscellaneous General Conditions	1	LS	\$ 583,192.00	\$ 583,192.00
h.	Construction Engineering Inspection (CEI)	1	LS	\$ 98,546.00	\$ 98,546.00
					Subtotal for Item 2.
					\$ 4,322,397.00
3.	Existing Cruise Terminal F Renovation				
a.	Demolition	1	LS	\$ 259,304.00	\$ 259,304.00
b.	New Construction	1	LS	\$ 1,261,176.00	\$ 1,261,176.00
c.	Signage, Interior	1	LS	\$ 13,550.00	\$ 13,550.00
d.	Fire Alarm and Sprinkler System	1	LS	\$ 301,075.00	\$ 301,075.00
e.	Telecommunications System	1	LS	\$ 55,638.00	\$ 55,638.00
f.	Public Address System	1	LS	\$ 194,151.00	\$ 194,151.00
g.	Closed-Circuit TV System	1	LS	\$ 75,195.00	\$ 75,195.00
h.	Access Control Security System	1	LS	\$ 130,517.00	\$ 130,517.00
					Subtotal for Item 3.
					\$ 2,230,606.00
4.	New Embarkation Building				
a.	Demolition	1	LS	\$ 122,443.00	\$ 122,443.00
b.	New Construction	1	LS	\$ 15,569,557.00	\$ 15,569,557.00
c.	Signage	1	LS	\$ 5,482.00	\$ 5,482.00
d.	Furnishings, Checkin Counters	1	LS	\$ 337,089.00	\$ 337,089.00
e.	Telecommunications System	1	LS	\$ 1,162,912.00	\$ 1,162,912.00
f.	Public Address System	1	LS	\$ 214,057.00	\$ 214,057.00
g.	Closed-Circuit TV System	1	LS	\$ 159,598.00	\$ 159,598.00
h.	Access Control Security System	1	LS	\$ 174,235.00	\$ 174,235.00
					Subtotal for Item 4.
					\$ 17,745,378.00
5.	Passenger Bridge Extension				
a.	Existing Bridge Demolition	1	LS	\$ 315,214.00	\$ 315,214.00
b.	New Bridge Construction	1	LS	\$ 3,574,864.00	\$ 3,574,864.00
					Subtotal for Item 5.
					\$ 3,890,078.00
6.	Utility Building				
a.	New Building Construction	1	LS	\$ 0.00	\$ 0.00
b.	Site and Utility Improvements	1	LS	\$ 0.00	\$ 0.00
c.	Mechanical Equipment, Chiller, Pumps, Piping	1	LS	\$ 272,479.00	\$ 272,479.00
d.	Emergency Generator and Accessories	1	LS	\$ 324,318.00	\$ 324,318.00
e.	Electrical Service Entrance	1	LS	\$ 97,196.00	\$ 97,196.00
					Subtotal for Item 6.
					\$ 693,993.00
7.	New Intermodal Area				
a.	Site Improvements	1	LS	\$ 1,047,805.00	\$ 1,047,805.00
					Subtotal for Item 7.
					\$ 1,047,805.00

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Eligible 533,158,002.00



BUILDING EXCELLENCE

8201 SW 70th STREET, SECOND FLOOR, MIAMI, FL 33143

EXHIBIT-06-21-2016

PH:305.541.0000

Date: June.21.2016

Attendees: MCM, POM Staff

RE: Negotiation Meeting 06-21-2016- FOLLOW UP ITEMS

GENERAL

1. Owner will provide at no cost to Design Builder, all temporary electricity for construction, including temporary electricity for testing, building use prior to final completion, temporary electricity for field offices, for contractor's equipment, contractor's crane if any is required, and costs for FPL service drops, engineering, connections and relocations.
2. Owner will provide at no cost to Design Builder, all parking within the project site, required for contractor's personnel including construction crews.
3. Owner will provide, at no cost to Design Builder, adequate space within existing facilities at the Port, for contractor's and design team temporary offices until final completion.

ITEMS CLARIFIED TO BE EXCLUDED FROM THE SCOPE OF WORK

4. Demolition and removal of the existing overhead conveyor located to the right of the South entry in the existing Terminal, refer to Drawing AD-103 bottom of the page.
5. Cutting and removal of three sections of the circular walls (one section 20'- 10 5/8" wide, one section 13'-8" wide, and one section 15'-2 7/8" wide) shown in Drawing AD-102.
6. Patching ground in area of each removed existing column after removal of the existing Bridge. Removal of columns to be only to the top of the existing pile caps.

INFORMATION TECHNOLOGY ITEMS CLARIFIED: (refer to Schedule of Values for Line Items)

Line Item #3e: Existing Cruise Terminal Telecommunications System

1. Temporary NAP's are not required for relocation of existing NAP's due to selective demolition. Existing NAP's can be relocated without the need to re-pull existing backbone and station cable.
2. One NAP, located in the first floor, on a wall scheduled for demolition, needs relocation only approximately 12 feet to the West of its actual location, without requiring re-pulling of existing backbone and station cables.
3. No new Wireless Access Points ARUBA AP004 will be required in existing building. Only seven (7) existing WAP's, to be reused, need to be relocated from walls to ceiling.

Line Item #3f: Existing Cruise Terminal Telecommunications System

1. Ceiling Speakers: A total of Three Hundred and Thirty Three (333) ceiling speakers will be required, in both the existing terminal and the new Embarkation Building.
2. Microphones: A total of six (6) microphones will be required, 3 in the existing terminal and 3 in the new Embarkation Building.

Line Item #3g: Existing Cruise Terminal CCTV System

1. Only three (3) cameras need to be removed due to selective demolition, from the existing 18 cameras at the existing terminal. All other existing cameras to remain at the current locations.



2. Only six (6) PTZ cameras need to be installed in the existing building: (1) Terminal F first floor East, (1) Bag drop and screening, (2) 1st Floor lobby, and (2) Level 2 waiting area.

Line Item #3h: Existing Cruise Terminal-Access Control/Security System

1. Provide a total of only three (3) doors that need to be security doors: (2) entrance roll up doors Type 10A, and (1) gate with access card, Type 6A.

Line Item #4e: New Building Telecommunications System

2. Provide ten (10) new NAP's (Tele/Data/CATV), instead of 13 as previously included.
3. Provide a total of 25 Access Points Aruba AP004 in new Embarkation building.

Line item #4g: New Building CCTV System

1. Provide a total of Thirty two (32) fixed cameras
2. Provide a total of Sixteen (16) PTZ cameras.
3. As clarification of Addendum #5, new Nice Video Recorders 8620 2U (NVR's) in new Embarkation building are not required. Any new NVR's will be provided by Owner, however, Design Builder will provide two (2) POE switches, included in base bid.

NOTHING FOLLOWS

EXHIBIT "D"

PERFORMANCE AND PAYMENT BOND

DB15-SEA-01



NIELSON, HOOVER & COMPANY, INC.

RECEIVED
JUL 14 2016



SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

July 13, 2016

MIAMI-DADE COUNTY, FLORIDA
111 NW 1st Street
Miami, FL 33128

RE: Authority to Date Bonds and Powers of Attorney
Principal: Munilla Construction Management, LLC b/b/a MCM
Bond No. 106518586
Project: Cruise Terminal F Upgrades @ the Port of Miami

To Whom It May Concern:

Please be advised that we, the Surety, hereby authorize you to date the bonds and powers of attorney concurrent with the date of the contract.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

CJN
Charles J. Nielson, Attorney-in-Fact
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

CJN/mca

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
www.nielsonbonds.com

Nielson, Hoover & Associates
Bond Department
PUBLIC WORKS BOND
In compliance with Florida statutes 255.05 (1) (a)

Bond No. 106518586
Contractor's Name: Munilla Construction Management, LLC
d/b/a MCM
Contractor's Address: 6201 SW 70 St., 2nd Floor, Miami, FL 33143
Contractor's Phone No. 305-541-0000
Surety Company: Travelers Casualty and Surety Company
of America
Surety's Address: One Tower Square, Hartford, CT 06183
Surety's Phone No. 860-277-0111
Owner's Name: Miami-Dade County, Florida
Owner's Address: 111 NW 1st Street, Miami, FL 33128
Miami, FL 33132
Owner's Phone No. 305-347-5506 Port of Miami Phone Number

Obligee's Name:
(If contracting entity is different from the owner, the contracting public
entity)

Obligee's Address:

Obligee's Phone No.

Contract No. (If applicable): Contract No. DB15-SEA-01/Project No. 2015-055

Project Name: Design-Build Services for Cruise Terminal F
Upgrades at the Port of Miami

Project Location: Port of Miami, 1015 N American Way, Miami,
FL 33132

Legal Description: Unavailable

Description of Work: General Construction

FRONT PAGE

ALL OTHER BOND PAGE(S) ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS
OF ANY PAGE NUMBER(S) THAT MAY BE PREPRINTED THEREON

INTERNAL SERVICES DEPARTMENT

PERFORMANCE AND PAYMENT BOND
(Section 255.05, Florida Statutes)

BOND NUMBER 106518586

CONTRACT NUMBER DB15-SEA-01

Munilla Construction Management, LLC d/b/a MCM

(Contractor)

6201 SW 70 St, 2nd Floor, Miami, FL 33143 / 305-541-0000

(Principal Business Address and Telephone Number)

Travelers Casualty and Surety Company of America

(Surety)

One Tower Square, Hartford, CT 06183 / 860-277-0111

(Principal Business Address and Telephone Number)

Miami-Dade County, Florida

(Owner)

111 NW 1st Street, Miami, FL 33128 / 305-347-5506 Port of Miami Phone Number

((Principal Business Address and Telephone Number))

By this Bond, We Munilla Construction Management, LLC d/b/a MCM (hereinafter referred to as the "Principal"), as Contractor under the contract dated OCTOBER 14 2016, between Principal and Miami-Dade County for the Construction of Contract No. DB15-SEA-01 / Project No. 2015-055 Design-Build Services for Cruise Terminal R Upgrades (hereinafter referred to as "Contract") the terms and conditions of which Contract are incorporated herein by reference and in its entirety into this Bond and Travelers Casualty and Surety Company of America a corporation (hereinafter referred to as the "Surety"), are bound to Miami-Dade County (hereinafter referred to as the "County") in the sum of thirty seven million five hundred ninety one thousand two hundred four and 96/100 U.S. dollars (\$ 37,591,204.96) for payment of which we bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns, jointly and severally for the faithful performance of the Contract.

THE CONDITION OF THIS BOND is that if Principal or successors:

1. Performs all work due and otherwise complies with all terms and conditions of the Contract including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees

Updated April 15, 2016
Approved, ACA H. Gillman

Page 1 of 3

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**INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)**


and warranties or to cure latent defects in its work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void, otherwise it remains in full force.

5. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.
6. The Surety waives notice of and agrees that any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or any changes, do not affect the Surety's obligation under this Bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant as defined in Section 255.05(1), Florida Statutes, under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.
9. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

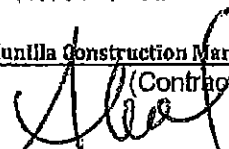
IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 14 day of July, 20 16

ATTEST:


(Secretary)
Paul Munilla

(Print or type name)

CONTRACTOR:
Munilla Construction Management, LLC d/b/a MCM

(Contractor Name)
BY: 

(President) (Managing Partner or Joint Venturer)
Alexis Leal

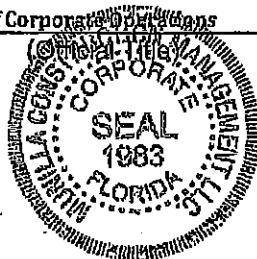
(Print or type name)

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INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)

Sr. Director of Corporate Operations

(SEAL)



COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

(CORPORATE SEAL)

Travelers Casualty and Surety Company of America
(Printed Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

860-277-0111
(Telephone of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)*

By: [Signature]
(Signature of Resident Florida Agent)*

Charles J. Nielson
(Printed Name of Attorney-in-Fact)

Charles J. Nielson
(Printed Name of Agent)

8000 Governors Square Blvd. #101, Miami Lakes, FL 33016
(Address)

8000 Governors Square Blvd. #101, Miami Lakes, FL 33016
(Address)

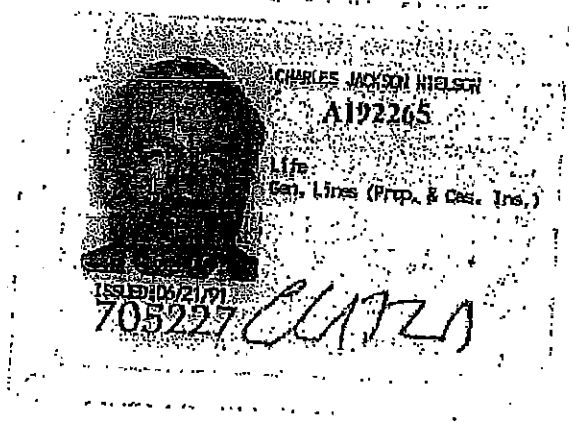
305-722-2663
(Telephone)

305-722-2663
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

BOND APPROVED AS TO
INSURANCE REQUIREMENTS
[Signature]
RISK MANAGEMENT DIVISION
DATE: 10/13/16





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006561646

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Giselle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of November, 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal, My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President; the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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Lexington Insurance Company **02350**
 175 Water Street
 New York, New York 10038

PROJECT CERTIFICATE

CERTIFICATE PERIOD 10/11/16 to 02/28/18 CERTIFICATE NUMBER 34575314

This Certificate follows the terms and conditions of the Master Builders Risk Policy: 34575292

This certificate neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the policy unless expressly stated herein.

NAMED INSURED (include address)	Munilla Construction Management, LLC d/b/a MCM 6201 SW 70 th Street, 2 nd Floor Miami, FL 33143 10633	PREMIUM \$ 93,159	ANNUAL RATE
		Property Damage: 0.0525 / \$100 Delay in Completion: NCP / \$100 Terrorism: NCP / \$100 Hot Testing / Month: NA / \$100 Named Storm / Month: 0.025 / \$100 Earth Movement: NA / \$100 Flood: 0.06 / \$100 Damage To Existing Property: NCP / \$100 Increases in Sublimits: NA / \$100 Other: NA / \$100 Other: NA / \$100	
ADDITIONAL INSUREDS (include address)	Miami-Dade County 111 NW 1 st Street Miami, FL 33128		
LOSS PAYEE (include address)			
MORTGAGEE (include address)			
LOCATION OF INSURED PROJECT* (include address)	1015 N America Way Miami, FL 33132	APPROVED AS TO INSURANCE REQUIREMENTS <i>J. Fernandez</i> RISK MANAGEMENT DIVISION DATE <u>10/13/16</u>	
DESCRIPTION OF INSURED PROJECT* (Structural type, size, material type, occupancy, etc.) (If renovation or rehab, be specific)	New Construction of Cruise Terminal F at the Port of Miami. 3-story, fire resistive structure.		
COVERAGE (Place X in all applicable coverage blocks)	All Risk <input checked="" type="checkbox"/>		Contractor's Wrap Around <input type="checkbox"/>
	Terrorism <input type="checkbox"/>	Damage to Existing Property United <input type="checkbox"/> All Risks <input checked="" type="checkbox"/>	Delay in Completion <input type="checkbox"/> Hot Testing <input type="checkbox"/> Deductible Buy-Back <input type="checkbox"/>

CERTIFICATE NUMBER 34575314

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Estimated TOTAL PROJECT VALUE* Declared at Policy Inception

	Total value of all Covered Property, LANDSCAPING MATERIALS*, all labor costs that will be expended in the INSURED PROJECT*, site general conditions, construction management fees, and contractor's profit and overhead; plus	\$	26,194,000
b.	Total value of all Covered Property not declared in a. above supplied by the project owner(s) or other(s), for which the insured has assumed responsibility and that will become part of the INSURED PROJECT*; plus	\$	NA
c.	Value of existing property to be insured	\$	NA
d.	Estimated TOTAL PROJECT VALUE* Declared at Policy Inception (a., b., and c., combined)	\$	26,194,000

STANDARD COVERAGE TERMS

(Coverage shall only apply under this Certificate to those Individual Limits, Sublimits and Aggregate Limits for which a value is entered below.)

LIMIT OF LIABILITY	\$	<u>26,194,000</u>	Any One OCCURRENCE* During The Certificate Period
SUB-LIMITS OF LIABILITY Sublimits per OCCURRENCE* except Delay in Completion as Certificate Aggregate	a.	\$ <u>26,194,000</u>	Physical Damage Coverage to the INSURED PROJECT*
	b.	\$ <u>NCP</u>	Delay in Completion (see coverage terms below for specific sublimits)
	c.	\$ <u>2,500,000</u>	Transit - Any One Conveyance
	d.	\$ <u>2,500,000</u>	Temporary Offsite Locations - Any One Location
	e.	\$ <u>500,000</u>	LANDSCAPING MATERIALS*;
	f.	\$ <u>500,000</u>	Architects and Engineers Fees
	g.	\$ <u>1,000,000</u>	Or 20% Of the amount of amount of insured physical loss or damage to Covered Property, whichever is less - Expediting Expense and Contractor's Extra Expense, combined
	h.	\$ <u>500,000</u>	Plans, Blueprints, Drawings, and Other Contract Documents and Modelst
	i.	\$ <u>500,000</u>	Fire Department Service Charges
	j.	\$ <u>250,000</u>	Fire Protective Equipment Refills
	k.	\$ <u>10,000,000</u>	Or 25% Of the amount of insured physical loss or damage to Covered Property, whichever is less - Debris Removal Coverage
	l.	\$ <u>250,000</u>	Emergency Property Protection Expense - In the Certificate Term
	m.	\$ <u>100,000</u>	Claims Preparation Costs
	n.	\$ <u>5,000,000</u>	Ordinance Or Law / Demolition & Increased Cost of Construction
o.	\$ <u>250,000</u>	FUNGUS, MOLD OR SPORE*	
p.	\$ <u>NCP</u>	Damage To Existing Property (Limited)	
ANNUAL AGGREGATES Aggregate limits apply to each annual period within this Certificate beginning on the Certificate inception date.	a.	\$ <u>26,194,000</u>	By The Peril Of EARTH MOVEMENT*
	b.	\$ <u>10,000,000</u>	By The Peril Of FLOOD*
	c.	\$ <u>25,000,000</u>	By The Peril Of NAMED STORM*

DEDUCTIBLES Deductibles apply per OCCURRENCE*. When a dollar amount is shown absent a corresponding percentage (%), then that amount shall be deducted.	a.	\$ <u>10,000</u>	Physical Damage, except
	b.	\$ <u>NA</u>	Damage to Existing Property
	c.	\$ <u>50,000</u>	WATER DAMAGE*
	d.	\$ <u>25,000</u>	<u>NCP</u> % EARTH MOVEMENT*
	e.	\$ <u>250,000</u>	<u>5.00</u> % FLOOD*
	f.	\$ <u>250,000</u>	<u>5.00</u> % NAMED STORM*
	g.	\$ <u>NA</u>	HOT TESTING*

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HOT TESTING TERMS

(If an X is entered in the coverage block on page one the following must be provided)

HOT TESTING PERIOD: NA Days

DELAY IN COMPLETION COVERAGE TERMS

(Coverage for Delay in Completion shall only apply under this Certificate when this coverage block on page one is checked and this section is completed in its entirety)

NAMED INSURED & BUSINESS ADDRESS

NA

ANTICIPATED DATE OF COMPLETION*

NA

PERIOD OF INDEMNITY*

NA

Days

DEDUCTIBLE PERIOD*:

NA Days Each DELAY*

AGGREGATE LIMIT OF LIABILITY

Subject to individual Aggregate Sub-limits shown below, the maximum Limit of Liability for which Company shall be liable in the aggregate under this Coverage shall not exceed \$ NCP

CERTIFICATE AGGREGATE SUB-LIMITS OF LIABILITY

- a. \$ NCP
- b. \$ NCP
- c. \$ NCP

Loss of Gross Earnings

Loss of Rental Income

Soft Costs / Additional Expense

When a Certificate Sub-limit is entered for Soft Costs / Additional Expense above, coverage shall be further limited to the individual Certificate Aggregate Sub-limits entered to the right.

(1) Legal / Accounting Fees	\$	<u>NCP</u>
(2) Design Professionals Fees	\$	<u>NCP</u>
(3) Realty Taxes / Ground Rents	\$	<u>NCP</u>
(4) Insurance Premiums	\$	<u>NCP</u>
(5) Project Administration Expense	\$	<u>NCP</u>
(6) Advertising Expense	\$	<u>NCP</u>
(7) Commission Expense	\$	<u>NCP</u>
(8) Additional Interest / Financing Expense	\$	<u>NCP</u>
(8)	\$	<u>NCP</u>
(9)	\$	<u>NCP</u>

OTHER COVERAGE TERMS / CONDITIONS

(Identify other terms and conditions below that apply to this Certificate)

NA denotes Not Applicable
NCP denotes No Coverage Provided



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): (800) 363-0105
INSURED Munilla Construction Management, LLC d/b/a MCM 6201 SW 70th Street - 2nd Floor South Miami FL 33143 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Catlin Specialty Insurance Company	15989 10012
	INSURER B: Commerce & Industry Ins Co	19410 04000
	INSURER C: XL Specialty Insurance Co	37885 00379
	INSURER D: Greenwich Insurance Company	22322 11075
	INSURER E: XL Insurance America Inc	24554
	INSURER F:	

5314

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Holder Identifier:

Certificate No.: 570063976864

COVERAGES CERTIFICATE NUMBER: 570063976864 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR. LTR.	TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC. OTHER:			CGS7409519	09/30/2016	09/30/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMPANY OWNED <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAH 740901105	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive Deduct \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION			BE015444887 SIR applies per policy terms & conditions	09/30/2016	09/30/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWG7409520	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
A	ENV CPL/Prof			CPL6732870117 SIR applies per policy terms & conditions	01/17/2016	01/17/2017	Professional- Aggrei \$2,000,000 SIR \$50,000 Pollution- Aggregati \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PortMiami, Permits Section
Miami-Dade County is included as additional insured in accordance with the policy provisions of the General Liability and Automobile Liability policy.

APPROVED AS TO
INSURANCE REQUIREMENTS
Alex Hernandez

CERTIFICATE HOLDER Munilla Construction Management, LLC DATE 10/13/16	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Munilla Construction Management, LLC	
POLICY NUMBER See Certificate Number: 570063976364			
CARRIER See Certificate Number: 570063976364	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
D				CAH 740901105	09/30/2016	09/30/2017	Collision deductible \$1,000
	EXCESS LIABILITY						
E				U500072885L116A	09/30/2016	09/30/2017	Aggregate \$10,000,000
							Each occurrence \$10,000,000
	OTHER						
A	Env CPL/Prof			CPL6732870117	01/17/2016	01/17/2017	Six \$50,000
				Six applies per policy terms & conditions			

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EXHIBIT "E"

**FAIR SUBCONTRACTING POLICIES
ISD FORM NO. 9**

DB15-SEA-01



MIAMI-DADE COUNTY - INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 - Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

See Attached

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: Sr. Director of Corporate Operations

Date: 07-13-2016

Proposer's Name: MCM



Statement of Policies and Procedures for Awarding Subcontracts

MCM will utilize a great deal of its resources trying to reach as many small and/or disadvantaged subcontractors in our community. Every effort will be made to assist these subcontractors to understand the project and its guidelines. The following is a statement of policies and procedures followed for awarding subcontracts:

- A notification is sent via newspaper and/or via broadcast email(s) to any and all local subcontractors advising of the opportunity to be awarded a subcontract.
- An Invitation to Bid is sent out to all subcontractors via facsimile and/or email followed up with a bid information package sent via U.S. Mail, facsimile and/or email containing project specific instructions on how to access the plans and specifications via our SmartBidNet plan room. Upon subcontractor's request, a meeting will be set up to answer any and all questions and/or concerns regarding the bid documents. Separate data instructing bidders of any required forms and qualification requirements are also included with the bid information package. Plans are also available in our offices for those who wish to interpret and perform take-offs.
- All interested bidders submit their bid via email and/or facsimile; all bids are tabulated and scope of work as well as general requirements are reviewed. Subcontract is awarded to the lowest, responsive, responsible bidder.



Buyout Procedure

IN HOUSE FILING –

- Create a manilla folder
 - Label with the project number and subcontractor's name
 - On the right side of the folder, punch two holes and use a fastener to insert the top three proposals with the subcontractor's proposal whose is being issued the contract on top.
 - On the left side attach the business profile from sunbiz.org
 - Label the exterior of the folder with the Contract Checklist Label and the Contract Timeline Label
- Confirm whether the subcontractor being awarded the contract has an EXECUTED Master Subcontract on file and that it is the latest version of the Master. This is located in the following location:

!:\Estimating-Purchasing\Master Subcontract Agreements\

- If the subcontractor does have an executed Master on file, proceed with issuing the subcontractor a Work Authorization form (WAF).
 - Go to the Project File then legal then subcontracts; create a new file giving it the subcontractor's name.
 - Within the subcontractor's file the Procurement Agent will save a PDF copy of their approved proposal, competitive proposals as well as their WAF. Later a PDF copy of the executed WAF, Certificate of Insurance, Subcontractor Equipment Usage Form, and P&P Bond if required is also to be saved.
 - The WAF will be created using a template found in the **SAMPLE WAF** file within the **SUBCONTRACTS** file. This template will be used for all WAFs for that specific project. That file will also contain any other project specific documents that will go as an attachment to the WAF as per contract documents. Open the Sample WAF and do a "SAVE AS." Save the document as "subcontractor name WAF" and save it within their respective file along with their proposal.
 - Once the WAF is created, inclusive of the respective scope etc, it must be sent to the Project Manager, Superintendent, and Procurement Manager via email for review. **Request response within 72 hours.**
 - **PLEASE NOTE THAT THE DATE USED ON THE WAF IS THE DATE THAT THE PROPOSAL WAS ACCEPTED/APPROVED BY THE PROCUREMENT MANAGER**
 - After the WAF has been approved by the Project Manager/Procurement Manager, It is ready to go to the subcontractor and their "package" will be created.
- If the Subcontractor does NOT have a Master Subcontract Agreement on file, along with creating the WAF as per the instructions above, the Procurement Agent will need to create a Master Subcontract Agreement for the Subcontractor.
 - Open the Master Subcontractor Agreement File and click on the corresponding state file where the work will be taking place; once within that file, create a new file and give it the Subcontractor's name, as done when creating the file for the WAF.

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Buyout Procedure

- o Once the Subcontractor's file has been created, open the document in the **SAMPLE MASTER SUBCONTRACT AGREEMENT** and do a "SAVE AS." Save the document as "subcontractor name Master Subcontract Agreement" and save it within their respective file.
- o Enter the subcontractor's information on the first and last page where indicated; **PLEASE NOTE THE DATE USED ON THE MASTER IS TO MATCH THE DATE USED ON THE WAF.**
- o Once the Master Subcontract Agreement has been created it is ready to go to the subcontractor. Two copies will be printed and issued as part of the subcontract package described below.

SUBCONTRACT AGREEMENT PACKAGE:

The Subcontract Agreement is comprised of:

- Master Subcontract Agreement (only when it is the first project the subcontractor is working on with us)
- Work Authorization Form
- Subcontractor's:
 - a. Certificate of insurance (naming MCM and the Project as additional insureds)
 - b. Occupational license
 - c. Federal identification number (to be provided on the Subcontract Agreement)
 - d. Safety manual
 - e. Payment and performance bond (if applicable)
 - f. Proposed schedule of values

Once a subcontract has been awarded, mail 2 copies of original Subcontract Package no later than 48 hours after award. The Subcontract Agreements together with the requirements listed above are to be returned within 10 business days of confirmed receipt date. All the requirements listed above, if executed and returned, constitute a fully executed Subcontract Agreement.

The original contract should not be modified. All revisions should be made via addenda. If modifications or addenda need to be incorporated into the subcontract, additional time shall be given for the execution of the subcontract.

Follow up:

1st follow up - The Procurement Agent shall follow up 5 days after the confirmed receipt date and verify if the subcontract is going to be returned as requested or if modifications are necessary. If modifications will be made to the subcontract, then a revised return date shall be agreed upon and noted.

2nd follow up - The Procurement Agent shall follow up a second time 10 days after the confirmed receipt date via a dunning letter requesting the execution of the subcontract by a specific date. If the subcontract is not returned by the specific date, then the Procurement Agent shall confer with the Director of Corporate Operations so that a decision can be made whether to rescind the offer of subcontract. Only the Director of Corporate Operations or a Senior Project Manager can rescind an

Ref: XX-XXX-XXX-XXX	Revision No.: X
Created: 05/01/2015	Revised: 07/13/2015

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Buyout Procedure

offer to subcontract. Should the decision to rescind be made, the Procurement Agent shall attempt to negotiate with another subcontractor or obtain additional quotations.

SUBCONTRACT EXECUTION AND FILING

Once the Subcontract Agreements are returned to the main office, the Procurement Agent or the Contract Administrator is to review the Subcontract Agreements for changes, then submit them to the Director of Corporate Operations with a summary of the modifications, if any, for signature.

Once fully executed, the Subcontract Packages are to be returned to the Procurement Agent and/or Contract Administrator. An executed original Master Subcontract Agreement shall be filed in the "Master Subcontract Binder" and an executed WAF shall be filed in the project's "Subcontractor File" at the main office. Both executed documents are to be scanned and saved in the corresponding files as described above respectively. The master subcontract should include the occupational license and release authorization form. The WAF should include the certificate of insurance and the equipment usage form. The second fully executed original Subcontract Package shall be mailed to the subcontractor. Should the subcontractor only return one original Subcontract Package, then the subcontractor will be provided with a copy of the Subcontract Agreement.

EXHIBIT "F"

**SUBCONTRACTOR/SUPPLIER LISTING
ISD FORM NO. 7**

DB15-SEA-01

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent MCM FEIN # 59-2373403
Project/Contract Number 2015-055 / DB15-SEA-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-80, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Race/Ethnicity							Race/Ethnicity						
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
Berenblum Busch Architecture, Inc.		Design Lead														
Metal Design & Engineering, Inc.		HVAC Sheet Metal Ductwork														
Chavez South Florida Interiors		Stucco and Gypsum Board Systems														
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Race/Ethnicity							Race/Ethnicity						
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
			M						Other	M						

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent Alexis Leal Sr. Director of Corporate Operations 07-13-2016 Date SDB 100 Rev. 6/12
Print Name Alexis Leal Print Title Sr. Director of Corporate Operations

**EXHIBIT G
AFFIDAVIT AND PARTIAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Design-Builder") to perform part of the Design-Builder's work or furnish labor, materials or equipment to the Design-Builder to be used in performing part of the Design-Builder's work on the _____ Contract of Miami-Dade County, (Seaport Department) hereby certifies, affirms and acknowledges that (1) the Design-Builder has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the ____th day of _____, 20__, and the Design-Builder has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade Seaport Department) has made to the Design-Builder through the date set forth above; and (2) in consideration of the receipt of payment made by the Design-Builder, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Design-Builder, its bonding company, Miami-Dade County, Miami-Dade Seaport Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade Seaport Department) to the Design-Builder through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Partial Release to be executed and sealed this ____ day of _____, 20__.

(CORPORATE SEAL)

Name of Undersigned Corporation or Entity

By: _____
Signature of Officer, Partner, or Owner

Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this ____ day of _____, 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledged that he/she executed the above Affidavit and Partial Release on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____ My Commission Expires: _____

Project No. 2015-055

Contract No. DB15-SEA-01

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EXHIBIT H
AFFIDAVIT AND FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Design-Builder") to perform part of the Design-Builder's work or furnish labor, materials or equipment to the Design-Builder to be used in performing part of the Design-Builder's work on the _____ Contract of Miami-Dade County, (Miami-Dade _____ Department) hereby certifies, affirms and acknowledges that (1) the Design-Builder has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the _____th day of _____, 20____, and the Design-Builder has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade _____ Department) has made to the Design-Builder through the date set forth above; and (2) in consideration of the receipt of payment made to the, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Design-Builder, its bonding company, Miami-Dade County, Miami-Dade _____ Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade _____ Department) to the Design-Builder through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed and sealed this _____ day of _____, 20____.

(CORPORATE SEAL)

Name of undersigned corporation or entity

By: _____
Signature of Officer, Partner, or Owner

Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____ day of _____, 20____, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____ My Commission Expires: _____

Project No. 2015-055

Contract No. DB15-SEA-01

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EXHIBIT I

CERTIFICATION OF THE DESIGN-BUILDER

The Design-Builder shall execute this affidavit and submit it with all releases.

Contract No. _____

According to the best of my knowledge and belief, I certify that all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract. I further certify that payments in full have heretofore been made by the Design-Builder to all persons, firms and corporations supplying labor, materials, equipment or supplies, used directly or indirectly by the Design-Builder or by any subcontractor in the prosecution of the work provided for in said Contract.

Estimate No. _____ For period ending: _____

Date: _____ Design-Builder: _____

Affix corporate seal if corporation

Exception(s) to appropriate payment to subcontractors and obtaining a Miami-Dade County Release of Lien is/are:

Signature: _____ Date: _____

Signed, Sealed and Delivered in the presence of:

State of _____

County of _____

On this _____ day of _____ 20____, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledged that he/she executed the above Affidavit on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____

My Commission Expires: _____

EXHIBIT K

**MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)**

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

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EXHIBIT L

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

Contract No. : _____ Date : _____
Description : _____
Address : _____ Design-Builder: _____
A/E of Record: _____ Surety : _____

The work performed under the subject Contract has been reviewed, and subject to the Contract requirements of for Substantial Completion, Final Inspection and Acceptance, all remaining work has been found to be Substantially Completed as of _____:

A Punch List of items to be completed or corrected, is appended hereto.

In the event that the Work, including the Punch List items, is not corrected by the Contract Completion date, the Contract stipulations regarding Liquidated Damages will be imposed until such time as the work is certified by the Port Representative and the Director, SEAPORT to be complete in all respects and a Certificate of Final Acceptance is issued. These Liquidated Damages may be in addition to any previously assessed Liquidated Damages for intermediate milestones.

(COMPANY SEAL)

Signed: _____
Design-Builder

Recommended : _____
Port Representative

Recommended : _____
**Chief, Construction
Management**

Recommended : _____
Chief, Design Services

Recommended : _____
**Assistant Director,
Capital Development**

Approved : _____
Director, PortMiami

EXHIBIT M

CERTIFICATE OF FINAL ACCEPTANCE

Contract No.: _____
Description: _____
Address: _____ Design-Builder: _____
A/E of Record: _____ Surety: _____

The **UNDERSIGNED** hereby certify that, to the best of our knowledge and belief, based on observations of the punch list work required under the terms of the Agreement, we have found that the Work items identified in the **PUNCH LIST**, dated _____ ("**PUNCH LIST**") were completed as of _____. We therefore recommend that the **FINAL ACCEPTANCE DATE** be established as: _____

Notwithstanding the above, this Certificate shall not be construed as a finding regarding whether work performed on this Contract was done in accordance with all applicable Contract requirements, and the County expressly reserves all of its rights and claims under the Contract, or otherwise, to seek recovery or indemnity for any defects in materials, equipment, or workmanship, or for non-conformance with any Contract requirements, whether patent or latent.

Recommended : _____
Port Representative

Recommended : _____
Chief, Construction Management

Recommended : _____
Chief, Design Services

Recommended : _____
Chief, Facilities Maintenance

Approved : _____
**Assistant Director,
Capital Development**

Approved : _____
Director, PortMiami

EXHIBIT N

DESIGN-BUILDER RELEASE

Contract No. :

KNOW ALL MEN BY THESE PRESENTS : Pursuant to the terms of the Contract and in consideration of the sum of paid by the *Miami-Dade County* under the Contract, the undersigned Design-Builder does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 20____

(COMPANY SEAL)

Design-Builder

Signature

WITNESS :

Print Name : _____
Print Title : _____

NOTE : In the case of a corporation, witnesses are not required , but the **CERTIFICATE** below must be completed.

CERTIFICATE

I, _____, certify that I am the *Secretary* of the corporation named as Contractor in the foregoing release; that who signed said release on behalf of the Contractor, was then _____ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

(CORPORATE SEAL)

Signature

EXHIBIT O
AGREEMENT
ON
FINAL QUANTITIES AND AMOUNTS

Contract No.: _____

The Design-Builder and Port Representative agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No. ___** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES**.

It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Design-Builder and the Authorized Representative of the Contracting Officer.

(Company Seal)

Design-Builder

Signature

Date

Port Representative

Date

Print Name

Print Name

Print Title

EXHIBIT P
FINAL AFFIDAVIT

Contract No. : _____

The undersigned Contractor, _____, certifies and warrants to **Miami-Dade Seaport Department** that _____ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of _____ in connection with or arising out of **Contract No.** _____, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

EXHIBIT Q
LABOR STANDARDS PROVISIONS
FINAL CERTIFICATE

Contract No. : _____

The undersigned Design-Builder, _____, hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any Subcontractor performing work under the Contract on the project have been paid *wages at rates no less than those required by the Contract provisions*, and that the work performed by each laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

EXCEPTION (S) :

Design Builder: _____

(COMPANY SEAL)

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

EXHIBIT R

MEMORANDUM OF UNDERSTANDING

Contract No. : _____

WHEREAS, _____, (hereafter referred to as the "Design-Builder") and the *Miami-Dade Seaport Department*, the parties hereto, have mutually agreed to the total Contract amount in the sum of _____ and a final payment of _____ for a COMPLETE CLOSE-OUT of *Contract No.*

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Assistant Director and the Director of MIAMI-DADE SEAPORT DEPARTMENT.
- (2) In consideration of the payment by the SEAPORT of a total Contract amount of _____, (inclusive of all finalized Change Orders), the Design-Builder hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Design-Builder or any of its Subcontractors or Suppliers under the subject Contract. SEAPORT likewise, withdraws with prejudice, all Claims and/or Backcharges it has against the Design-Builder.
- (3) The retention withheld in *Pay Request No.* _____ is _____ and will be paid in full. Therefore, the Design-Builder acknowledges the final payment of _____ in *Pay Request No.* _____ as the outstanding balance due to date on the Contract.
- (4) Seaport reserves the right to complete an audit upon the request of the Assistant Director, when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Design-Builders liabilities for warranties, latent defects and the like.

- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.

(COMPANY SEAL)

Design-Builder: _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By : _____
Chief, Construction Management

RECOMMENDED

By : _____
Chief, Design Services

RECOMMENDED

By: _____
Assistant Director,
Capital Development

APPROVED

By : _____
Director,
PortMiami

AFFIDAVITS

**Vendor Affirmation Affidavit
Collusion Affidavit
Debarment Disclosure Affidavit
Criminal Record Affidavit
Public Entity Crimes
Contractor's Due Diligence Affidavit
Responsible Contractor/Subcontractor Affidavit**

(9 PAGES)



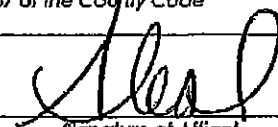
Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : 2015-055 Federal Employer Identification Number (FEIN): 59-2373403
Contract Title: Design-Build Services for Cruise Terminal F Upgrades

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	5. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(7) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Alexis Leal Sr. Director of Corporate Operations 
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant
 MCM 07/13/2016
 Name of Firm Date
 6201 SW 70 Street, 2nd Floor Miami, FL 33143
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 13 day of July 20 16

by Alexis Leal He or she is personally known to me or has produced identification

Type of identification produced _____


Signature of Notary Public

Lissette C. Alonso
Print or Stamp of Notary Public

June 14, 2020
Expiration Date

FF 969013



COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-3.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Jorge Munilla, President who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the Proposer of this contract.

I state that the Proposer of this contract:

is not related to any of the other parties proposing in the competitive solicitation, and that the Proposer's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer.

OR

is related to the following parties who proposed in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended Proposer identifies related parties in the competitive solicitation its proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: [Signature]
Signature of Affiant
Jorge Munilla, President
Printed Name of Affiant and Title

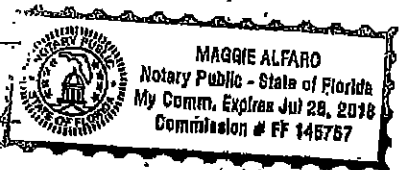
May 9th 20 16
Date
5 / 9 - 2 / 3 / 7 / 3 / 4 / 0 / 3 /
Federal Employer Identification Number

Munilla Construction Management, LLC d/b/a MCM
Printed Name of Firm
6201 SW 70 Street, 2nd Floor, Miami, FL 33143
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 9th day of May, 20 16

(He/She is personally known to me or has presented N/A as identification.
(Type of Identification)

Maggie Alfaro
Signature of Notary
Maggie Alfaro
Print or Stamp Name of Notary



Serial Number

Expiration Date

Notary Public - State of Florida

Notary Seal

DEBARMENT DISCLOSURE AFFIDAVIT

Date: 12/17/15

Project Name: ISD Project No. DB16-SEA-01: Design-Build Services for Cruise Terminal F Upgrades

State of Florida

County of Miami-Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Jorge Munilla, President who after first being duly sworn, upon oath, deposes and says that (he/she is an authorized representative of:

Munilla Construction Management, LLC d/b/a MCM
(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at 6201 SW 70 Street, 2nd Floor, Miami, FL 33143 that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness: Alexandra Aguayo
Signature: Alexandra Aguayo

Witness: Carolina Norgaard
Signature: Carolina Norgaard

Witness: Aubrey Kopec
Signature: Aubrey Kopec

By: Jorge Munilla, President
Legal Name & Title: Jorge Munilla, President

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of December, 20 15.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by N/A

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by Jorge Munilla having the title of President

with Munilla Construction Management, LLC d/b/a MCM

a Florida Corporation a partnership a joint venture
on behalf of corporation partnership joint venture limited liability company

He/She is personally known to me, or has produced _____ as identification

Notary Signature: L.G. Alonso

Type or Print Name: L.G. Alonso

Notary Seal: 

CRIMINAL RECORD AFFIDAVIT

Date: 12/17/15

Project Name: ISD Project No. DB15-SEA-01: Design-Build Services for Cruise Terminal F Upgrades

State of Florida

County of Miami-Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Jorge Munilla, President whom after first being duly sworn, upon oath deposes and says that he she is an authorized representative of

Munilla Construction Management, LLC d/b/a MCM
(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the bidder or proposer, located at 6201 SW 70 Street, 2nd Floor, Miami, FL 33143 and that said bidder or proposer, as of the date of this bid or proposal submission:

has not been convicted of a felony during the past ten (10) years, nor does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: Alexandra Aguayo
Signature Alexandra Aguayo

Witness: Carolina Norgaard
Signature Carolina Norgaard

Witness: Aubrey Kopeck
Signature Aubrey Kopeck
State of Florida

By: Jorge Munilla
Legal Name & Title
Jorge Munilla, President

County of Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of December, 20 15.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by N/A

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Jorge Munilla having the title of President

with Munilla Construction Management, LLC d/b/a MCM

a Florida Corporation a partnership a joint venture
on behalf of corporation partnership joint venture limited liability company

He/She is personally known to me, or has produced _____ as identification.

Notary Signature: L.C. Alonso

Type or Print Name: L.C. Alonso



SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. DB15-SEA-01 for Design-Build Services for Cruise Terminal F Upgrades (Miami-Dade County)
2. This sworn statement is submitted by Munilla Construction Management, LLC d/b/a MCM whose (name of entity submitting sworn statement) business address is 6201 SW 70 Street, 2nd Floor, Miami, FL 33143 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2373403. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A)
3. My name is Jorge Munilla and my relationship with the entity named (please print name of individual signing) above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (6), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)


(Signature)
George McNiffa, President

Date: 12/17/15

SUBSCRIBED AND SWORN TO (or affirmed) before me on 12/17/15 (Date)

by Jorge Munilla, President (Affiant) He (He/She is personally known to me or has presented)

N/A as identification.

(Type of Identification)

L. Alonso
(Signature of Notary)

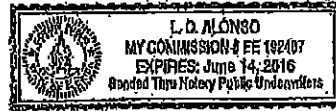
EE 192487
(Serial Number)

L.C. Alonso
(Print or Stamp Name of Notary)

6/14/16
(Expiration Date)

Notary Public Florida
(State)

Notary Seal:



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Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-53-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; Include the case name, number and disposition; N/A
(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; Include a brief description of the circumstances; N/A
(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not. N/A

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO) AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: DB 15-SEA-01 Federal Employer Identification Number (FEIN): 59-2373403
Contract Title: Design-Build Services for Cruise Terminal F Upgrades

Jorge Munilla President
Munilla Construction Management, LLC d/b/a MCM
6201 SW 70 Street, 2nd Floor Miami, FL 33143

Handwritten signature of Jorge Munilla and date 12/17/15

Notary Public Information
Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 17th day of December 20 15

by Jorge Munilla, President (He or she is personally known to me) or has produced identification

Type of identification produced N/A

Handwritten signature of L.C. Alonso

L.C. Alonso 6/14/16
Print or Stamp of Notary Public: Expired Date

EE 192487
Notary Public Seal: Serial Number FALONSO MY COMMISSION # EE 192487 EXPIRES: June 14, 2016 Bonded thru Notary Public Underwriters Notary Public Seal

Contract Amendment No. 1

This Amendment No. 1, to Contract No. DB15-SEA-01 ("Contract") is hereby entered into by Munilla Construction Management LLC DBA MCM ("Design-Builder" or "Contractor") and Miami- Dade County ("County") (collectively the "Parties") this 13th day of October, 2016.

WHEREAS, the Contract was recommended for award on September 29, 2016, and will be submitted for ratification to the Board of County Commissioners at the next available meeting, pursuant to Resolution No. R-386-16.

WHEREAS, as further described in this Amendment, there are certain revisions the each County and Contractor hereby desire to be made to the Contract;

NOW, THEREFORE, for valuable consideration, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Design-Builder and the County agree as follows:

AGREEMENT

- 1) The above Recitals are true and correct and are hereby incorporated herein as if set forth in full.
- 2) The following amendments shall be made to the Contract:
 - a) The definition of CONSTRUCTION MANAGEMENT CONSULTANT / INSPECTION TEAM ("DIRECTOR'S DESIGNEE") of Article 1.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONSTRUCTION MANAGEMENT CONSULTANT/INSPECTION TEAM ("DIRECTOR'S DESIGNEE"): Is the team engaged by the COUNTY'S REPRESENTATIVE, led by AECOM Technical Services, Inc., the firm providing the construction management services, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

- b) The definition of DESIGN CRITERIA PROFESSIONAL(S) (DESIGN CRITERIA CONSULTANT) of Article 1.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

DESIGN-CRITERIA PROFESSIONAL(S) ("DESIGN CRITERIA CONSULTANT"): Person(s) and/or firm(s), employed by the County to provide professional architectural and/or engineering services in connection with the preparation of the Design Criteria Package and other project related Work. The Design Criteria Professionals for ISD Project No. DB15-SEA-01 are Parsons Brinckerhoff, Inc. (for civil engineering and geotechnical and material engineering services) under ISD Project Number E13-SEA-01- Civil Infrastructure Engineering Services, and Felix Pereira, a Registered Architect with the Miami-Dade Seaport Department (for all other disciplines.) The Design-Criteria Professional(s) act as the COUNTY'S REPRESENTATIVE.

- c) The definition MOBILIZATION & ENGINEERING SCHEDULE of Article 1.2 of the

Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred twenty (120) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the architecture, engineering, design and permitting, and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

d) The definition of PROJECT INITIATION DATE of Article 1.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

PROJECT INITIATION DATE: The date provided in the NTP upon which the Contract's time for performance begins

e) The following new language is hereby added immediately following the second paragraph of Article 4.5 of the Agreement:

The COUNTY's REPRESENTATIVE shall have the right to inspect construction activities for adherence to the approved design documents, have full access to the construction site at all times, and request any documentation from the DESIGN-BUILDER reasonably required to confirm contract compliance by the DESIGN-BUILDER, which will be provided in a timely manner. In the event the COUNTY's REPRESENTATIVE's findings differ from that of the DESIGN-BUILDER, the DESIGN CRITERIA PROFESSIONAL(s) shall be asked to recommend to the Seaport its analysis for Seaport's approval.

f) The text of Article 4.7 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Contract, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

g) The text of Article 5.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test, and commission the Work to bring the Work to Substantial Completion on or before December 1, 2017 (the "Substantial Completion Date") and into Final Completion and Project Closeout on or before March 1, 2018 (the "Final

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Completion Date”).

It will be the responsibility of the DESIGN-BUILDER to secure all permits, and to provide signed and sealed architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the COUNTY.

h) The text of Section 5.2.1.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

DESIGN-BUILDER shall complete the following activities by the Substantial Completion Date:

December 1, 2017

Construction of the two-story passenger security screening area and ticketing lobby with support spaces, and third floor mezzanine (Area 2), complete renovation of the first and second floors of the existing terminal building (Area 1), the extension of the secured third floor passenger boarding concourse level (Area 3), and the Ground Transportation Area with drainage (Area 4). All work shall include the associated permitting, testing, and commissioning for a completed and fully operational cruise terminal.

At a minimum, a Temporary Certificate of Occupancy (TCO) must be issued by this date, allowing full and continuous access and utilization of the cruise terminal, including receipt of the Seaside vessel, and will only be acceptable where the Design-Builder absorbs all additional cost for any mandated conditions including, but not limited to, fire watches.

i) The text of Section 5.2.1.3 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

DESIGN-BUILDER shall complete the following activities by the Final Completion Date:

March 1, 2018

COUNTY approval of as-built and record drawings and other record documentation, and all other remaining Work items identified by the DIRECTOR or the Director's designee prior to Final Completion.

The project must be turned over to the Cruise Lines. Final Completion and Project Closeout shall include obtaining acceptance by all applicable regulatory agencies, including the Seaport Department of all Work and Services under the Contract, including unacceptable work items identified or subsequent to Substantial Completion.

j) The text of Subsection 3.01(D) of Article 13.35, of the Agreement is hereby deleted in

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its entirety and the following is substituted in lieu thereof:

After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

k) The text of Subsection 3.01(F) of Article 13.35, of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

3) In order to achieve the Substantial Completion and Final Completion Deadlines set forth in the Contract (as modified above), the County shall furnish Contractor with The Notice to

its entirety and the following is substituted in lieu thereof:

After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

k) The text of Subsection 3.01(F) of Article 13.35, of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

3) In order to achieve the Substantial Completion and Final Completion Deadlines set forth in the Contract (as modified above), the County shall furnish Contractor with The Notice to

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Proceed and Notice to Occupy Site (collectively, "Notices") by no later than October 21, 2016. To the extent the Notices are not timely furnished, the dates for Substantial Completion and Final Completion, and deadlines associated therewith, shall be equitably modified.

- 4) Contractor is entitled to an equitable adjustment for acceleration for 32 days, plus any additional days after October 21, 2016 if NTP is not issued by that date. For purposes of determining the amount of the equitable adjustment, Article 13.15 shall not apply.

By execution of this Amendment through a duly authorized representative, the Parties agree to the above modification of the Contract.

Accepted and Agreed to by:

ATTEST

By: [Signature]
Corporate Secretary

MUNILLA CONSTRUCTION
MANAGEMENT LLC DBA MCM

By: [Signature]
Title: ~~Senior Vice~~

President (Corporate

Seal)

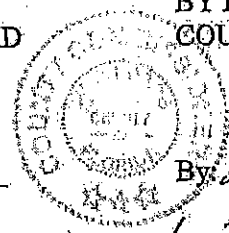
ATTEST:
FLORIDA

HARVEY RUVIN, CLERK OF THE BOARD
COMMISSIONERS

By: [Signature]

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY



By: [Signature]
Seaport Director

bn JK

Approved as to form
and legal sufficiency:

[Signature]