

Memorandum



Date: February 7, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Amended
Agenda Item No. 8(M)(6)

Subject: Contract Award Recommendation in the Amount of \$ 13,258,227.00 to Central Florida Equipment Rentals Inc. for the Project Originally Received as an Unsolicited Proposal for Design, Build and Finance of the People's Transportation Plan Project Entitled SW 137 Avenue, from US-1 to SW 200 Street, located within Commission District 8 (Project No: UP10-PW-01 PTP; Contract No: 20090003) and Authorizing the Use of Charter County Transportation Surtax Funds; Rejection of the Unsolicited Proposal

R-143-12

This item was amended at the February 7, 2012 Board of County Commissioners' meeting to correct a scrivener's error within the Review Committee Assigned Contract Measures Section under Estimated Value. The CSBE measure was amended from \$2,519,063.13 to \$2,057,047.73 and the CBE measure was amended from \$3,579,721.29 to \$656,548.20.

Recommendation

This Recommendation for Award for the People's Transportation Plan (PTP) Contract No. 20090003 between Central Florida Equipment Rentals Inc. (Central Florida) and Miami-Dade County (County) has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval. This solicitation commenced as an Unsolicited Proposal from Trans Florida Development Corp. which was accepted and approved for advertisement by the Board of County Commissioners (BCC) under Resolution No. 1001-10. Having received more favorable terms offered by Central Florida, this item also recommends rejection of the Trans Florida Development Corp.'s Unsolicited Proposal.

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 County Code.

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street, located within Commission District 8

PROJECT NO: UP10-PW-01 PTP

CONTRACT NO: 20090003

PROJECT DESCRIPTION: The scope of services includes the design, land acquisition support services, construction and financing of a roadway that connects from the existing intersection of SW 137 Avenue and SW 200 Street to the existing intersection of US-1/SR 5 and SW 137 Avenue, and all required transitions. A complete, functional, satisfactory and certified road construction project shall be provided.

Central Florida shall perform all required work for the construction of a new two lane roadway on a straight alignment along one side of the right-of-way which will include, but is not limited to: sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, standard roadway lighting system, bicycle facilities, landscaping, a bridge crossing over Canal C-102, a bridge/culvert crossing at Canal C-102N, filling of the borrow pit at SW 240 Street within the right-of-way limits, obtain all required permits, the negotiation and acquisition, on behalf of the County, of any and all required right-of-way to attain a 110 foot wide section for future widening. The total length of this project is approximately 3.2 miles.

Central Florida shall provide land acquisition support services for the PWWM Right-of-Way Division who will be responsible for the acquisition of properties necessary for the project. These support services include, but are not limited to the following: preparation of a right-of-way acquisition program, preparation of right-of-way maps, parcel survey and legal descriptions, conveyance documents, negotiations for parcel acquisition on behalf of the County with individual property owners, title searches, and appraisals. Central Florida shall identify all parcels that will be acquired at no cost, all parcels with willing sellers with anticipated costs, and all parcels that are to be acquired under eminent domain with anticipated costs. The County and Central Florida shall negotiate terms for a cooperative method to ensure that the acquisition is processed in a timely and cost effective manner, reducing the impact to the overall project. The County, at its sole and absolute discretion, will determine the acquisition cost of each parcel subject to Board of County Commissioners (BCC) approval.

Central Florida shall provide design related services anticipated to include, but not be limited to the following: performing preliminary design analysis; site investigations; maintenance of traffic; hydraulic analysis; coordination with utilities, municipalities, roadway agencies, other professional firms and the neighboring community; preparation of design reports, drawings, and contract and construction specifications; provide as-built drawings and certifications; prepare and implement a Public Information Plan; apply, obtain, and pay for all permits (excluding PWWM permit fee), and respond as necessary to obtain all required permits.

Central Florida submitted a project schedule (with proposal) denoting all tasks including, but not limited to, design, permitting, land acquisition, and construction. The firm submitted a financing plan (with proposal) denoting all costs associated therewith. Central Florida will finance all project costs and will be reimbursed at the time of the successful completion of the project, only after the County accepts and determines the project as such.

Central Florida shall provide construction related services anticipated to include, but not limited to the following: furnish all required materials, labor and equipment to construct the roadway and all appurtenances; relocating all required existing utilities; clearing and grubbing the site; providing the removal and legal disposal of all unsuitable material; furnishing traffic control; providing construction engineering inspection (CEI); implementing the Americans with Disabilities Act (ADA); restoring the impacted areas to an equal or better condition as required by permits and/or regulatory agencies; and all other appurtenant and miscellaneous items and work for a complete, functional roadway.

It is the County's intent to obtain a complete, functional, satisfactory and certified project and any items of labor, equipment or materials which may be necessary to accomplish this shall be supplied whether or not specifically denoted.

PROJECT LOCATION: SW 137 Avenue, from US-1 to SW 200 Street

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#73348	SW 137TH AVE and S DIXIE HWY	8	\$13,258,227.00	56-27-39

PRIMARY COMMISSION DISTRICT: District 8 Lynda Bell

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: UP10-PW-01 PTP

USING DEPARTMENT: Public Works and Waste Management Department

MANAGING DEPARTMENT: Public Works and Waste Management Department

Fiscal Impact / Funding Source

FUNDING SOURCE: PTP revenues, including but not limited to Charter County Transportation Surtax Funds, financing proceeds as listed in Ordinance No. 02-116, provisions for implementation of the PTP. This Contract will not be awarded without oversight of the Citizens' Independent Transportation Trust (CITT). The proposed improvements qualify under the allowable work categories included in the PTP Major Highway and Roadway Improvements Section. This site-specific project is included in the PTP Ordinance under the Board Requested Projects in Commission District 8.

OPERATIONS COST IMPACT / FUNDING: The annual operations cost impact is approximately \$19,927.13 and will be funded through PWWM's General Fund allocation.

MAINTENANCE COST IMPACT / FUNDING: The annual maintenance cost impact is approximately \$54,411.70 and will be funded through PWWM's General Fund allocation.

LIFE EXPECTANCY OF ASSET: The life expectancy is approximately 20 years for the roadway and 75 years for the bridge.

PTP FUNDING: Yes

GOB FUNDING: No

ARRA FUNDING: No

**CAPITAL BUDGET
 PROJECT:**

CAPITAL BUDGET PROJECT # - DESCRIPTION

**AWARD
 ESTIMATE**

604990- WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET \$13,258,227.00
 Book Page: 73 Funding Year: Adopted Capital Budget Book for FY 2011-2012, Prior Years' Funds through FY 2012-2013 Funds.

**PROJECT TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

TYPE CODE DESCRIPTION

- Prime 3.02 HIGHWAY SYSTEMS - HIGHWAY DESIGN
- Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
- Other 3.03 HIGHWAY SYSTEMS - BRIDGE DESIGN
- Other 3.09 HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
- Other 3.10 HIGHWAY SYSTEMS - LIGHTING
- Other 3.11 HIGHWAY SYSTEMS - SIGNALIZATION
- Other 9.01 SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
- Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
- Other 9.03 SOILS, FOUNDATIONS AND MATERIALS TESTING - CONCRETE AND ASPHALT TESTING SERVICES
- Other 10.01 ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
- Other 10.03 ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING
- 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? Not Applicable

NTPC'S DOWNLOADED:

172

PROPOSALS RECEIVED:

Step 1: Four (4) Proposals
 Step 2: Three (3) Proposals

TOTAL CONTRACT PERIOD: 900 Days Excludes Warranty Administration Period
 The total Contract Period (900 days) was established based on the Unsolicited Proposal accepted by the County.

CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$18,043,000.00 The total Contract Estimate (\$18,043,000) was based on the Unsolicited Proposal by Trans Florida Development Corp and accepted by the County.

BASE CONTRACT AMOUNT: \$13,258,227.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	0%	\$0.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$13,258,227.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: A two-step selection process was utilized for this design-build solicitation, Step 1 - Evaluation of Qualifications and Step 2 - Evaluation of Technical and Price Proposal. Step 1 was the evaluation of the design-build team's qualifications based on their completed submittal. Step 2 was the evaluation of competitive technical and price proposals from the Advancing Firms (those firms deemed responsive and responsible at Step 1) who chose to offer a responsive and responsible proposal.

STEP 1

On December 28, 2010, four proposals were received. The Competitive Selection Committee (CSC) evaluated and scored the respondents based upon the four criteria denoted in the attached Step 1 ranking report, and found the following four respondents to be qualified: Conalvias USA, LLC; Central Florida Equipment Rentals, Inc.; Redland De Moya JV, LLC; and Trans Florida Development Corp.

STEP 2

On February 11, 2011, the Clerk of the Board (COB) received technical and price proposals from three out of the four short-listed firms advancing to the Step 2 process; Central Florida Equipment Rentals, Inc. (\$13,258,227); Redland De Moya JV, LLC (\$14,863,710); and Conalvias USA, LLC (\$15,436,462).

Trans Florida Development Corp., the firm which submitted the original unsolicited proposal, did not submit a Step 2 proposal.

The three technical proposals were evaluated and scored by the CSC during the March 9, 2011 Step 2 Oral Presentation Meeting. Each of the three proposers presented for 45 minutes, which was followed by a question and answer session. Upon completion of the Step 2 scores by the CSC, the sealed envelopes containing the price proposals, detailed project cost schedule, and bid guarantees were opened and read into the record.

The three price proposals received represented a lower offer than that of the firm which submitted the original unsolicited proposal. Each Design-Builder's proposed price was divided by the total CSC's Step 2 scores, to obtain the Adjusted Bid. After the application of the Local Preference, the CSC motioned to recommend to the County Manager, Central Florida Equipment Rentals, Inc. as the top ranked firm with the lowest price proposal of \$13,258,227, and recommended the negotiations of the Design-Build Contract.

The Negotiation Committee's subsequent recommendation was approved by the County Manager, and during May 9, 2011 and May 18, 2011 meetings the Negotiation Committee and Central Florida concluded their negotiations. However in September, the County Attorney's Office found that there was an omission in the Contract Terms which resulted in further negotiations which were completed on October 26, 2011. Based on the above, the County is moving forward with a Recommendation to Award the Design-Build Contract to Central Florida.

The Capital Improvements Information System (CIIS) database lists 13 awarded contracts to Central Florida, and 13 contractor performance evaluations with an overall performance rating of satisfactory performance (3.3), out of a possible superior performance (4.0) rating.

Following full execution of this Contract, the project will be assigned to Mr. Leo Oña, P.E., and Mr. Raul Quintela, P.E. for project oversight.

SUBMITTAL DATE:

12/28/2010

ESTIMATED NOTICE TO PROCEED:

Notice to Proceed (Project Design/Right-of-Way Services): March 1, 2012
Notice to Proceed (Construction): July, 2013

A Notice to Proceed (NTP) for construction will be issued once the Right-of-Way has been acquired which is estimated at 14 to 20 months following the issuance of the NTP for Design.

PRIME CONSULTANT:

Central Florida Equipment Rentals Inc.

COMPANY PRINCIPAL:

James T. Baer, President; Robert Baer, Vice President

COMPANY QUALIFIERS:

Robert Baer

COMPANY EMAIL ADDRESS:

bbaer@centralfloridaequip.com

COMPANY STREET ADDRESS:

9030 NW 97 Terrace

**COMPANY CITY-STATE-
 ZIP:** Medley, Florida 33178

YEARS IN BUSINESS: 35

**PREVIOUS CONTRACTS
 WITH COUNTY IN THE
 LAST FIVE YEARS:** According to the Firm History Report as provided by the Sustainability, Planning, and Economic Enhancement Department, Central Florida has received nine contracts with a total value of \$66,052,670.54, which includes \$2,073,524 in approved change orders.

SUBCONSULTANTS: New Millennium Design Consultants, Inc.; EBS Engineering, Inc.; Professional Service Industries, Inc.; E Sciences, Incorporated; Manuel G. Vera & Associates, Inc.; Curtis & Rogers Design Studio, Inc.; General Asphalt Co., Inc.; Hi-Tech Concrete, Inc.; High Tech Striping, Inc.; Maytin Engineering Corp.; Barreiro Construction Corp.

**MINIMUM QUALIFICATIONS
 EXCEED LEGAL
 REQUIREMENTS:** Yes Central Florida has successfully completed at least two design-build roadway projects (with bridge component) of similar size and complexity within the last ten years; and has provided the required documentation demonstrating their financial capacity.

REVIEW COMMITTEE: **MEETING DATE:** 3/31/2010 **SIGNOFF DATE:** 3/31/2010

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	CSBE	19.00%	\$2,057,047.73	
	CBE	27.00%	\$656,548.20	
	CWP	13.10%	0	

**MANDATORY CLEARING
 HOUSE:** Yes

**CONTRACT MANAGER
 NAME / PHONE / EMAIL:** Frank Aira 305-375-2930 AiraF@miamidade.gov

**PROJECT MANAGER
 NAME / PHONE / EMAIL:** Raul Quintela (305) 375-3971 QRAUL@miamidade.gov

Background

BACKGROUND: This segment of roadway is included in the 137 Avenue Corridor Study, sponsored by the Miami-Dade County Metropolitan Planning Organization (MPO), to evaluate the feasibility of making 137 Avenue the fourth north/south facility between Homestead and Central Miami-Dade. The Project among the original projects presented to the voters as part of Exhibit 1 of the People's Transportation Plan under Board Requested Major Roadway and Neighborhood Improvement Projects. The project is also identified in the Transportation Improvement Program (TIP) and 2009-2010 Resource Allocation and Multi-Year Capital Plan.

On August 24, 2007, PWWM received proposals for the Professional Services Agreement for the design of SW 137 Avenue, from SW 200 Street to US-1 project. The selection of and negotiations with Kimley-Horn and Associates, Inc. (KHA) for these services were concluded in November 13, 2007. However, the award of the contract was put on hold as a result of the County having received an Unsolicited Proposal from Trans Florida for the Design, Build, and Finance of SW 137th Avenue between SW 200 Street and SW 248 Street on November 25, 2008. On January 21, 2010, the BCC approved the award of the contract for design services to KHA so that they may develop the Master Plan for SW 137 Avenue which was used in the Design Criteria Package prepared by PWWM.

In response to the Unsolicited Proposal received, PWWM initiated the review and evaluation of the unsolicited proposal during which time questions, comments, and concerns regarding the achievability and cost/benefits of the unsolicited proposal were discussed with the Proposer, OCI and the County Attorney's Office. The review included various requests for clarification and additional information. Additionally, subsequent meetings were held to discuss financing, land acquisition for right-of-way, scheduling, environmental permitting and mitigation, and the road and bridge cross-section and alignment. After extensive work with County staff, a modified Unsolicited Proposal was prepared and submitted; on June 10, 2010, the County received a Final Offer Term Sheet for the unsolicited proposal.

In determining whether to accept the Proposal, PWWM consulted with the Office of Capital Improvements (OCI) regarding evaluation criteria including: is the project in the County's best interest, is the project funded, and does the proposer have the financial, technical and management capabilities to successfully carry out the project. Having met the criteria established by Ordinance No. 08-79, the Unsolicited Proposal was presented to the BCC in accordance with the requirements established by Ordinance No. 08-79 for acceptance and approval to advertise the solicitation and receive competing offers. The Unsolicited Proposal was accepted and approved for advertisement by the BCC on October 5, 2010 under Resolution No. 1001-10. The solicitation was advertised with a 90 day response period and each proposal was evaluated by the CSC within 45 days after receipt and ranked on best-value criteria. On May 9, 2011 the County entered into negotiations with Central Florida, the top-ranked firm, which resulted in a mutually satisfactory agreement. The award of the Contract is contingent upon CITT Review and BCC approval.



DEPUTY MAYOR/
COUNTY MANAGER

2/21/12

DATE

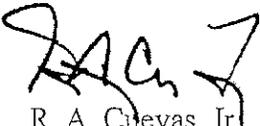


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: February 7, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Amended
Agenda Item No. 8(M)(6)

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
- Ordinance creating a new board requires detailed County Manager'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

9

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(M)(6)
2-7-12

RESOLUTION NO. R-143-12

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF \$ 13,258,227.00 TO CENTRAL FLORIDA EQUIPMENT RENTALS INC. FOR THE PROJECT ORIGINALLY RECEIVED AS AN UNSOLICITED PROPOSAL FOR DESIGN, BUILD AND FINANCE OF THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED SW 137 AVENUE, FROM US-1 TO SW 200 STREET (PROJECT NO. UP10-PW-01 PTP; CONTRACT NO: 20090003) AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS; REJECTION OF THE UNSOLICITED PROPOSAL

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 this Board approves the Contract Award Recommendation in the amount of \$ 13,258,227.00 between Central Florida Equipment Rentals Inc. and Miami-Dade County for the project originally received as an unsolicited proposal for Design, Build and Finance of the People's Transportation Plan (PTP) Project Entitled SW 137 Avenue, from US-1 to SW 200 Street, in substantially the form attached hereto and made a part hereof; and authorizes the use of Charter County Transportation Surtax Funds. This Board further rejects Trans Florida Development Corp's Unsolicited Proposal (Project No. UP10-PW-01 PTP; Contract No: 20090003).

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**,
who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman**
and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of February, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HBO

Hugo Benitez

**DESIGN-BUILD SERVICES AGREEMENT
FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) SW 137th
AVENUE FROM US-1 TO SW 200 STREET**

OCI PROJECT NO.: UP10-PW-01 PTP
PWD PROJECT NO. 20090003

DESIGN-BUILD SERVICES AGREEMENT

Made as of the ____ day of _____ in the year 2011.

Between Miami-Dade 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: **Central Florida Equipment Rentals, Inc.**
FEIN: **59-1782227**
Address: **9030 NW 97th Terrace, Medley, Florida 33178**
Phone Number: **305 888 3344**
Fax Number: **305 887 7804**
E-mail Address: **bbaer@centralfloridaequip.com**

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

**Request for Design, Build, Finance and Land Acquisition Services
People's Transportation Plan (PTP) SW 137th Avenue from US-1 to
SW 200th Street**

The Miami-Dade County and the DESIGN-BUILDER agree as set forth herein:

DESIGN-BUILD SERVICES AGREEMENT

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ARTICLE 1 - ABBREVIATIONS AND DEFINITIONS

For the purposes of this Agreement 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 this Agreement the intent and meaning shall be interpreted as follows:

1.1 ABBREVIATIONS:

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PWD	Miami-Dade County Public Works Department
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories
U.S.C.	United States Code

1.2 DEFINITIONS

1. Article. The numbered prime subdivision of a Section of these Specifications.
2. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.
3. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
4. Calendar day. Every day shown on the calendar, ending and beginning at midnight.
5. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.
6. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Department and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.
7. Contract Documents. Documents applicable to and specific to the design and construction of an individual contract consisting of the Request For Design Build Services (Project Manual Volumes I and II) with any and all attachments, Design Build Agreement, Design Build Criteria Package, Contract Drawings, plans and specifications and drawings which are to be developed signed and sealed by DESIGN-BUILDER, addenda, and modifications thereto.
8. Contract Time. The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

9. Contractor. The individual, firm, joint venture, or company contracting with the Department to perform the work. The word "Contractor" is also deemed to include a Design-Build Firm (DESIGN-BUILDER) contracting with the Department for performance of work, including all engineering services and furnishing of materials.
10. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
11. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.
12. Department. Miami-Dade County Department of Public Works.
13. Design-Builder: The person, firm or corporation selected to perform the work pursuant to this Agreement and be primarily liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under Contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the provision, installation, and performance of all equipment, materials, and the DESIGN-BUILDER is in no way relieved of the responsibility for the performance of all equipment furnished. The DESIGN-BUILDER shall include a design engineering architecture/staff professional ("Designer") pursuant to Section 287.055, Florida Statutes (2007).
14. Design Build Criteria Package: Concise, performance-oriented drawings and or specifications of this public construction Project. The Design Build Criteria Package shall contain information regarding the County's expectations of a finished project. For a design-build project, the Design Build Criteria Package shall contain sufficient information to permit design-build firms to prepare a response to an agency's request for proposal, or to permit an agency to enter into an Agreement. The Design Build Criteria Package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the Project.
15. Design Criteria Professional: Miami-Dade County Public Works Department or its authorized representatives, including but not limited to the resident Design Criteria Professional either employed or not employed by the County for the provision of professional architectural or engineering services in connection with the preparation of the Design Criteria Package and other Project related work. For the purposes of this paragraph, the Design Criteria Professional for this Project is Mr. Leandro J. Oña, P.E., on behalf of the Miami-Dade Public Works Department (PWD), located at 111 NW 1st Street, 15th Floor, Miami, FL 33128.
16. Engineer. The Director, Miami-Dade County Department of Public Works, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
- a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable,

suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

17. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the Project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. .
18. Contractor Originated Designs. Items which the Contract Documents require the Contractor to design, detail and incorporate into the permanent works.
19. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.
20. Extra Work. Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the Project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.
21. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.
22. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.
23. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
24. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.
25. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.
26. Laboratory. The official testing laboratory authorized by the Department.
27. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:
 - a. Bridges with an individual span longer than 300 feet.
 - b. Structurally continuous superstructures with spans over 150 feet.
 - c. Steel box and plate girder bridges.
 - d. Steel truss bridges.
 - e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
 - f. Cable stayed or suspension bridges.

- g. Arch bridges.
 - h. Tunnels.
 - i. Movable bridges (specifically electrical and mechanical components).
 - j. Rehabilitation, widening, or lengthening of any of the above.
28. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.
 29. Materials. Any substances to be incorporated in the work under the Contract.
 30. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
 31. Notice to Proceed. Written notice from MDC to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period commences to run. Work will be authorized by two separate and sequential notices; the first initiating the Design and ROW acquisition phase followed, upon its satisfactory completion, by a written authorization to proceed with the Construction phase.
 32. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
 33. Plans. The part of the Contract Documents prepared or approved by the Engineer of Record, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the Work to be performed by the Design-Builder. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.
 34. Right-of-Way. The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.
 35. Roadbed. The portion of the roadway occupied by the subgrade and shoulders.
 36. Roadway. The portion of a highway within the limits of construction.
 37. Scaffolding. An elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.
 38. Section. A numbered prime division of these Specifications.
 39. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Design-Builder to define some portion of the Work. The Work may include both permanent and temporary works as appropriate to the Project. Shop Drawings and other Design-Builder submittals are not Plans as so defined.
 40. Shoring. A component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.
 41. Special Erection Equipment. Includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.
 42. Special Provisions. Project specific clauses adopted by the Department that add to or revise these Specifications and associated supplemental specifications, or provide other requirements applicable to the Contract.

43. Specialty Engineer.

- a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the Work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Design-Builder such as but not limited to pot bearing designs, non-standard expansion joints, mechanically stabilized earth wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the FDOT Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Design-Builder or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.
- b. For items of work not specifically covered by Rule 14-75, F.A.C., a Specialty Engineer is qualified if he has the following qualifications:
 - 1) Registration as a Professional Engineer in the State of Florida.
 - 2) The education and experience necessary to perform the submitted design as required by the Florida Board of Professional Engineers.
- c. In a Design-Build Contract, requests for acceptance for non-complying work, repair procedures, shop drawings review, or review of activities directly affecting public safety must be prepared by a firm independent from both the Specialty Engineer and Engineer of Record if Specialty and Engineer of Record are same entity. If the Specialty Engineer and Engineer of Record are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the Engineer. If the Specialty Engineer and Engineer of Record are the same entity, the Specialty Engineer/Engineer of Record will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/Engineer of Record will check and verify the work of the independent firm as being complete and correct prior to submittal to the Engineer.

44. Specifications. The directions, provisions, and requirements, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Includes the original and unaltered General Requirements (Division 1) provided with the Contract Documents.

45. State. State of Florida.

46. Subarticle. A headed and numbered subdivision of an Article of a Section of these Specifications.

47. Subgrade. The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

48. Substantial Completion: Substantial Completion of a project or specified area of a project is the date on which the construction is sufficiently completed, in accordance with the Contract Documents as modified by any Change Orders agreed to by the parties, so that MDC can beneficially occupy the Project or specified area of the Project for the use for which it was intended.

49. Substructure. All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.
50. Superintendent. The Design-Builder's authorized representative in responsible charge of the work.
51. Superstructure. The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.
52. Surety. The corporate body that is bound by the Contract Bond with and for the Design-Builder and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
53. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.
54. Traveled Way. The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
55. Work. All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.
56. Working Day. Any calendar day on which the Design-Builder works or is expected to work in accordance with the approved work progress schedule.

ARTICLE 2 - INTERPRETATION

- 2.1 The documents comprising the Contract Documents are complementary and provide for the construction and completion of the Work. Anything mentioned in the Project Manual or Design Build Criteria Package and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Project Manual or Design Build Criteria Package, or shown on the Design Build Criteria Package and not mentioned in the Project Manual or Contract Drawings, shall be of like effect as if shown or mentioned in all three.
- 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 specifications or drawings accompanying this Agreement unless stated otherwise.
- 2.3 References to Articles or Sections include sub-articles or subsections 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-paragraphs.
- 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 which negotiations began except where a particular issue is indicated. In case of conflict between municipal, utility and roadway standards and the Project Manual, the stricter standard shall govern. In case of a conflict between the Project Manual and the referenced standard, the stricter standard shall govern.

- 2.5 In order to ensure that the Agreement 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 Agreement or the warranty of the Work, as they may involve the construction and interpretation of this Agreement 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 Agreement shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of 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, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of the execution of this Agreement.
- 2.7 Severability: In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.
- 2.8 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 Agreement.
- 2.9 General Requirements: The DESIGN-BUILDER and their Subconsultant(s) and Subcontractor(s) must comply with all applicable requirements of Division I (General Requirements) of the Specifications provided in Volume II of the Project Manual.

ARTICLE 3 - INTENTION OF THE COUNTY

- 3.1 It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed by DESIGN-BUILDER in accordance with COUNTY-reviewed and fully-permitted Contract Documents prepared by DESIGN-BUILDER and accepted by MDC. Any work, materials or equipment that may reasonably be 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 Parties acknowledge and agree that the COUNTY is purchasing, and the DESIGN-BUILDER is bound to deliver, the design and construction of the Project described in the Article 12 (Scope of Services) and in accordance with the Contract Documents.
- 4.2 Licenses and Permits: 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 DESIGN-BUILDER shall be required to obtain all required permits. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Government, State, MDC 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, his employees, agents or sub-contractors. No time extensions will be allowed for delays in obtaining the permits unless revisions are required to the Contract Drawings.
- 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 and Occupational licenses from Miami-Dade County firms will be required to be submitted within ten (10) days of notification of intent to award. Occupational licenses will be required pursuant to Chapter 205, Florida Statutes.
- 4.4 The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.
- 4.5 The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by DESIGN-BUILDER's Sub-Consultants), within the specified time period and specified cost. The DESIGN-BUILDERS shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting 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 MDC's requirements as set forth in the Agreement. The DESIGN-BUILDER shall be and remain liable to MDC for all damages to MDC 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 Agreement. In addition to all other rights and remedies, which MDC 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 DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from the DESIGN-BUILDER's deficiencies for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. MDC shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDC's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the DESIGN-BUILDER or any sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of MDC's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The DESIGN-BUILDER and its sub-consultants shall be and remain liable to MDC in accordance with applicable law for all damages MDC caused by any

failure of the DESIGN-BUILDER or its sub-consultants to comply with the terms and conditions of the Agreement or by the DESIGN-BUILDER or its sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by sub-consultants, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant'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 final acceptance 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 final acceptance, unless otherwise required by the Contract Documents.

- 4.6 The DESIGN-BUILDER agrees to bind specifically every sub-contractor and consultant to the applicable terms and conditions of this Agreement for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all of the terms of this Agreement 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, labor, material costs 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, sub-consultants, and sub-contractors at the Project 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 sufficient guards 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 Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or term of the Agreement for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to MDC in writing. The DESIGN-BUILDER shall cause all its agents, employees, sub-consultants and sub-contractors 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 Agreement in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise MDC in writing, and MDC, may initiate a change order, the purpose of which shall be to bring the Project into compliance with all applicable 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 work, shall verify all governing dimensions at the site, and shall examine all adjoining work on which his work is in any way dependent for its perfect efficiency according to the intent of the Contract Documents 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 acceded to in writing by MDC through the Design Criteria Professional before the DESIGN-BUILDER begins any part of the Work.
- 4.14 The DESIGN-BUILDER shall satisfy himself/herself by personal investigation and by such other means as he/she may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Build Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Agreement. The DESIGN-BUILDER shall be responsible for any additional soil tests required in developing the Project. In the pricing of the design and construction of the field building, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

ARTICLE 5 – THE PROJECT

- 5.1 LOCATION: SW 137 Avenue and SW 200 Street to the existing intersection of US-1/SR 5 and SW 137 Avenue, Miami-Dade County.
- 5.1.1 The Design Builder shall perform all surveys necessary for the design, permitting and construction of the Project. The land survey shall identify property lines, topography and any existing site improvements necessary for the design, permitting and construction of the Project. The Design Builder shall submit to the PWD the land survey certified by the appropriate professional of record.
- 5.1.2 The Design Builder shall perform subsurface investigations, including borings as required, for foundation and drainage design for the Project. The Design Builder shall employ a geotechnical Engineer to prepare and certify a geotechnical report. The Design Builder shall submit the boring plan, boring log and geotechnical report, certified by the appropriate professionals of record, to the PWD.
- 5.2 DURATION OF THE CONTRACT: The DESIGN-BUILDER must design, build and complete all of the work and requirements of the Contract within **900 calendar days** from the effective date of the Notice to Proceed. It will be the responsibility of the DESIGN-BUILDER to secure all permits and to provide signed and sealed surveying and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of MDC.
- 5.3 PROJECT SCHEDULE: Comply with the requirements of Subarticle 1.06 D. (Project Time Schedule) of Division I (General Requirements) of the Specifications.
- 5.4 REIMBURSABLE EXPENSES:

- 5.5 ADEQUATE STAFFING: In connection with the Design-Build Services to be rendered pursuant to this Agreement, the DESIGN-BUILDER further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Service Order and in accordance with the approved Project schedule. MDC has the right to approve and regulate the DESIGN-BUILDER's workforce and to approve specific DESIGN-BUILDER employees. MDC has the right to have any DESIGN-BUILDER's employee removed from the work, if, in MDC's sole judgment, such employee's conduct or performance is detrimental to the Project. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by it without prior MDC approval.
- 5.6 PUBLISHING OF INFORMATION: The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying MDC and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under Section 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", hereof such data or information is the property of the County.
- 5.7 WARRANTY:
- 5.7.1 Unless otherwise stated, the warranty shall be for a period of one year commencing with the execution of the certificate of final acceptance, a Miami-Dade County form. The County reserves the right to all warranties offered during the normal trade of business and, at the direction of the Engineer, the DESIGN-BUILDER shall execute an assignment of warranty document on all such commercial warranties allowing the County to submit and enforce such warranty after the expiration of the general warranty. This assignment shall be duly executed by both the DESIGN-BUILDER and the manufacturer transferring all rights of enforcement to the County at no additional charge to the County.
- 5.7.2 The DESIGN-BUILDER, at no additional expense to MDC, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in 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, MDC 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.
- 5.7.3 Sub-contractors', 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 MDC provided that, if directed by MDC, the DESIGN-BUILDER requires such sub-contractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to MDC.

- 5.7.4 The rights and remedies of MDC provided in this Section are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 5.7.5 Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by MDC or other public body, utility or entity to which ownership has been transferred.
- 5.7.6 MATERIAL: Unless otherwise indicated in this Contract Documents, 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 his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Subarticle 1.03 B. (Or-Equals and Substitutes) of Division I (General Requirements) of the Specifications. MDC 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 MDC in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER's expense.
- 5.7.6.1 SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated to be furnished by MDC.
- 5.7.6.2 Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract.
- 5.7.6.3 DEFECTIVE MATERIALS: 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 MDC. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by MDC. If the DESIGN-BUILDER fails to comply promptly with a request by MDC, made under the provisions of this Article, MDC 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.
- 5.7.6.4 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.
- 5.7.6.5 MDC 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 MDC of 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 MDC expressly agrees in writing to assume.

5.7.7 Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make his own arrangements for disposing of waste and excess materials outside the Work site and he shall pay all costs therefore.

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

5.7.8 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 MDC to the DESIGN-BUILDER for materials delivered to the site of the Work, or stored subject to or under the control of MDC, 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 MDC.

ARTICLE 6 SUB-CONSULTANTS

- 6.1 DEFINITION: A Subconsultant is a person or organization which is properly registered as a professional Architect, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the DESIGN-BUILDER to furnish professional services for the scope of work described under Section 12.1.
- 6.2 SERVICES: All services provided by the sub-consultants shall be pursuant to appropriate agreements between the DESIGN-BUILDER and the sub-consultants which shall contain provisions that preserve and protect the rights of MDC and the DESIGN-BUILDER under this Agreement, and which impose no responsibilities or liabilities on MDC.
- 6.3 LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following sub-consultants for the Project:
- Firm Name:
Consulting Services: (See attached Exhibit A)
Legal address:
- 6.4 REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any sub-consultant without MDC's prior approval. A written request from the DESIGN-BUILDER must be submitted to MDC, stating the reasons for the proposed change.

6.5 CONTRACT MEASURES: The DESIGN-BUILDER is required under this Agreement to achieve the following Contract measures applied to this Project as shown in the attached Schedule of Participation and letter of Intent as presented in the DESIGN-BUILDER's proposal for the Project:

27% CBE Goal

**ARTICLE 7
SUB-CONTRACTORS**

7.1 DEFINITION: A sub-contractor is a person or organization which is properly certified as a contractor with the Miami-Dade County for the particular trade he/she will be rendering services under, who has signed an agreement with the DESIGN-BUILDER to furnish construction/installation-related services for the scope of work described under Section 12.1.

7.2 SERVICES: All services provided by the sub-contractors shall be pursuant to appropriate agreements between the DESIGN-BUILDER and the sub-contractors which shall contain provisions that preserve and protect the rights of MDC and the DESIGN-BUILDER under this Agreement, and which impose no responsibilities or liabilities on MDC.

7.3 LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following sub-contractors for the Project:

Company Name:
Construction Services: (See attached Exhibit A)
Legal address:

7.4 REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any sub-contractor without MDC's prior approval. A written request from the DESIGN-BUILDER must be submitted to MDC, stating the reasons for the proposed change.

7.5 CONTRACT MEASURES: The DESIGN-BUILDER is required under this Agreement to achieve the following Contract measures applied to this Project as shown in the attached Schedule of Participation and letter of Intent as presented in the DESIGN-BUILDER's proposal for the Project:

**19% CSBE Goal
13.10% CWP Goal**

**ARTICLE 8
SUB-CONTRACTS**

8.1 DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than fifty one percent (51%) of the Work with its own organization. Where a percentage of a Proposal Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Proposal Item, determined from information submitted by the DESIGN-BUILDER, subject to approval by MDC. The materials acquired by the

DESIGN-BUILDER for the purposes of this Project, which are produced by other than the DESIGN-BUILDER's forces, may not be considered as being subcontracted. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and MDC determined that it would be to MDC's advantage, 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 MDC.

- 8.2 LIMITATIONS: The limitations set forth in Section 8.1 of this Article, as to the amount of work that may be subcontracted, do not apply to work performed by equipment-rental agreement. However, for work to be performed by equipment-rental agreement, the DESIGN-BUILDER shall notify the COUNTY in writing of such intention before using the rented equipment, and shall indicate whether the equipment is being rented on an operated or non-operated basis. The DESIGN-BUILDER's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the COUNTY, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
- 8.2.1 The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the DESIGN-BUILDER shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the DESIGN-BUILDER, when required by the Contract or requested by the COUNTY, shall submit payrolls from the lessor with the names of the operators shown thereon.
- 8.2.2 Where rentals of equipment on an operated basis, from the same lessor, exceed \$10,000 such lessor will be subject to any Affirmative Action Requirements applicable to the Project.
- 8.3 SUB-CONTRACT 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 sub-contractors nor in establishing the extent of Work to be performed by any trade.
- 8.4 INSURANCE REQUIREMENTS: No sub-consultant and/or sub-contractor shall be permitted to perform work at the Work site until he/she, or the DESIGN-BUILDER, in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to MDC.
- 8.5 AGREEMENT TO SCHEDULE: Each sub-contractor, as part of his submittal of required documentation under this Article, and prior to starting work, shall submit written certification that he has reviewed the DESIGN-BUILDER's schedule and agrees to work within the time frames specified therein.

ARTICLE 9 MDC'S RESPONSIBILITIES

- 9.1 INFORMATION FURNISHED: MDC, at its expense, shall furnish the DESIGN-BUILDER with the following information. The DESIGN-BUILDER will be entitled to rely on the accuracy and completeness of all information provided by MDC.
- 9.1.1 Information regarding the Project budget, MDC'S procedures, safety manuals, guidelines, forms, formats and assistance to establish the Project Program.
- 9.1.2 MDC agrees to furnish to the DESIGN-BUILDER any data available in MDC files pertaining to the work to be performed under this Agreement. 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.
- 9.1.3 Following the Notice to proceed, MDC shall issue written authorizations to proceed to the DESIGN-BUILDER for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, MDC reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter. The DESIGN-BUILDER shall submit a proposal, in a form acceptable to MDC, upon MDC'S request prior to the issuance of a Work Order. No payment shall be made for the DESIGN-BUILDER'S time or services in connection with the preparation of any such proposal. MDC shall confer with the DESIGN-BUILDER before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.
- 9.2 PROJECT MANAGEMENT: MDC shall designate a Project Manager to act as liaison between the DESIGN-BUILDER and MDC. The DESIGN-BUILDER shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The DESIGN-BUILDER shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the DESIGN-BUILDER'S work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The DESIGN-BUILDER and its Sub-consultants should visit the site periodically during the Design Phase to assess existing conditions. The DESIGN-BUILDER shall communicate with MDC in the most efficient manner and using electronic means to the greatest extent possible as directed by MDC.
- 9.2.1 The Project Manager shall act on behalf of MDC in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the DESIGN-BUILDER for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, MDC reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter.
- 9.2.2 The Project Manager shall confer with the DESIGN-BUILDER before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.
- 9.2.3 During the construction phase, the DESIGN-BUILDER shall provide services for the responsibilities assigned to the DESIGN-BUILDER by the "Conditions" and

"Specifications" of the construction contract provided such services are consistent with this Agreement.

**ARTICLE 10
BASIS OF COMPENSATION**

10.1 DESIGN-BUILD SERVICES FEE: MDC agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Agreement, the following agreed fixed sum.

10.1.1 Agreed Fixed Sum

10.1.1.1 Under this compensation basis, the DESIGN-BUILDER agrees to perform the Design-Build Services described in this Agreement for an agreed fixed dollar amount of compensation not to exceed \$13,258,227.00 (*Thirteen Million, Two Hundred Fifty Eight Thousand, Two Hundred Twenty Seven Dollars and no cents*) disbursed pursuant to Article 3.2-A (Compensation) of Volume I of the Project Manual.

10.2 ADDITIONAL SERVICES/REIMBURSABLE EXPENSES FEE

*****NONE****

10.3 DEDICATED ALLOWANCE ACCOUNT

****NONE****

**ARTICLE 11
PAYMENTS TO THE DESIGN-BUILDER**

11.1 PAYMENTS TO THE DESIGN-BUILDER

11.1.1 All payments will be made upon receipt and review of duly certified invoices meeting the requirements of the Contract Documents, stating that the services for which payment is requested have been performed per this Agreement. 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.

11.1.2 Before the DESIGN-BUILDER can receive any payment, except the first payment, for monies due as a result of a percentage of the Work completed and accepted by the County, the DESIGN-BUILDER must provide MDC with duly executed release of lien from all sub-consultants, sub-contractors, and suppliers who have performed any work or supplied any material on the project as of the date for which payments are being requisitioned, stating that said sub-consultants, sub-contractors, or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the DESIGN-BUILDER may, at MDC's sole discretion after the

DESIGN-BUILDER demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition, identifying the sub-contractors and the amounts for which the Statement of Satisfaction cannot be furnished.

11.2 RETAINAGE

MDC shall retain a portion of each Progress Payment during the Construction Administration and Construction phases of the Contract in accordance with Article 1.07 C. (Retainage) of Division I (General Requirements) of the Specifications. The DESIGN-BUILDER shall provide for a similar retention in all of his sub-contracts.

ARTICLE 12 SCOPE OF SERVICES

12.1 SCOPE OF SERVICES

The scope of services will include the design, land acquisition support services, construction and financing of a roadway that connects from the existing intersection of SW 137 Avenue and SW 200 Street to the existing intersection of US-1/SR 5 and SW 137 Avenue, and all required transitions. A complete, functional, satisfactory and certified road construction Project shall be provided.

Proposer shall perform all required work for the construction of a new two (2) lane roadway on a straight alignment along one side of the right-of-way which will include, but is not limited to: sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, standard roadway lighting system, bicycle facilities, landscaping, a bridge crossing over Canal C-102, a bridge/culvert crossing at Canal C-102N, filling of the borrow pit at SW 240 Street within the right-of-way limits, obtain all required permits, negotiate and acquire on behalf of the County any and all required right-of-way to achieve 110 feet wide section for the future widening to a six (6) or four (4) lane divided road. The total length of this Project is approximately 3.2 miles.

Proposer shall provide land acquisition support services for the PWD Right-of-Way Division's who will be responsible for the acquisition of properties necessary for the Project. These support services include but not limited to the following: preparation of a right-of-way (ROW) acquisition program, preparation of a right-of-way map, parcel survey and legal descriptions, conveyance documents, negotiations for parcel acquisition on behalf of the County with individual property owners, title search and appraisals. The Proposer shall identify all parcels that will be acquired at no cost; all parcels that are willing sellers and anticipated costs; all parcels that need to be acquired under eminent domain and anticipated costs.

The County and DESIGN-BUILDER shall negotiate terms for a cooperative method to ensure that the ROW acquisition is done in a timely and cost effective way which reduces the impact to the overall Project.

The County at its sole and absolute discretion will determine the acquisition cost of each parcel subject to Board of County Commissioners (BCC) approval.

If at any time the cost for land acquisition exceeds the allocated budgeted amount for right-of-way, the County reserves the right to terminate the Project.

A Notice-to-Proceed (NTP) for construction will only be issued once the County acquires the land needed for the Project.

Proposer shall provide design related services anticipated to include, but not limited to the following: performing preliminary design analysis; site investigations; maintenance of traffic; hydraulic analysis; coordination with utilities, municipalities, roadway agencies, other professional firms and the neighboring community; preparation of design reports, preparation of drawings, contract and construction specifications; provide construction inspections, certifications and as-built drawings; prepare and implement a Public Information Plan; apply, obtain, pay for all permits (excluding Miami-Dade County Public Works Department (PWD) permit fee), and respond as necessary to obtain all required permits.

The Proposer shall submit a detailed work Project schedule denoting all tasks including, but not limited to, design, permitting, land acquisition services, and construction. Proposer shall submit a financing plan denoting all costs associated therewith.

Proposer shall provide construction related services anticipated to include, but not limited to the following: furnish all required materials, labor and equipment to construct the roadway and all appurtenances; relocating all required existing utilities; clearing and grubbing the site; providing the removal and legal disposal of all unsuitable material; furnishing traffic control; providing construction engineering inspection (CEI); implementing American Disability Act (ADA); implementing the Public Information Plan; restoring the impacted areas to an equal or better condition as required by permits and/or regulatory agencies; and all other appurtenant and miscellaneous items and work for a complete, functional roadway.

It is the County's intent to obtain a complete, functional, satisfactory and certified Project and any items of labor, equipment or materials, which may be necessary to accomplish this, shall be supplied whether or not specifically denoted.

ARTICLE 13 GENERAL PROVISIONS

13.1 INDEMNIFICATION AND WAIVER OF LIABILITY

13.1.1 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 arising out of, relating to or resulting from the negligent performance of this Agreement by the DESIGN-BUILDER or its employees, agents, servants, partners principals or sub-contractors. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and 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, and shall pay all costs, judgments,

and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

13.1.2 The DESIGN-BUILDER agrees and recognizes that the County 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 or sub-consultants, the registered professionals (architects and/or engineers) under this Agreement.

13.1.3 CONTRACT BONDS: The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the Award, a DESIGN-BUILDER's Performance and Payment Bond meeting the requirements of Section 255.05, F.S. prepared on the applicable bond form included in the RDBS. The Surety Performance and Payment Bond shall be in the amount of 100 percent of the Contract award amount. The Bond must be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and strength as set forth below.

13.1.4 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

13.1.5 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 and with the Plans, Specifications and the completion of the same 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 he or they were the obligee or obligees therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

13.1.6 Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

- 13.1.6.1 Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds. The Payment and Performance Bond must be executed on the form provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the Contract award recommendation.
- 13.1.6.2 The Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits 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.
- 13.1.6.3 The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.
- 13.1.6.4 The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- 13.1.6.5 In the event the Surety on the bond(s) given by the DESIGN-BUILDER becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the DESIGN-BUILDER shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.
- 13.1.7 SURETY OBLIGATIONS: If the DESIGN-BUILDER is in default pursuant to the Contract and MDC has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:
 - 13.1.7.1 Complete the construction work with the consent of MDC, through the DESIGN-BUILDER or otherwise;
 - 13.1.7.2 Arrange for the completion of the construction work by a firm other than the DESIGN-BUILDER acceptable to MDC 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 construction work progresses sufficient funds to pay the cost of completion of the construction work less the Contract Balance up to the Bond Sum.

13.2 ERRORS AND OMISSIONS

13.2.1 The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by sub-consultants and sub-contractors), 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 proficient consulting 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 MDC'S requirements as set forth in the Agreement. The DESIGN-BUILDER shall be and remain liable to MDC for all damages to MDC caused by the DESIGN-BUILDER'S negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which MDC 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. MDC shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDC'S inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the DESIGN-BUILDER or any sub-consultant or sub-contractor of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of MDC'S rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The DESIGN-BUILDER and its sub-consultants and sub-contractors shall be and remain liable to MDC in accordance with applicable law for all damages to MDC caused by any failure of the DESIGN-BUILDER or its sub-consultants and sub-contractors to comply with the terms and conditions of the Agreement or by the DESIGN-BUILDER'S or sub-consultants' or sub-contractors' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by sub-consultants and sub-contractors, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant's and sub-contractor's work.

13.3 INSURANCE

13.3.1 Within fourteen (14) days after the day of the execution of this Agreement by MDC and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section with the exception of the Builder's Risk Insurance, which shall be provided and approved by the Miami-Dade County General Services Administration prior to the issuance of the Notice to Proceed for Construction. All insurance shall be maintained until the Work has been completed and accepted by MDC. The DESIGN-BUILDER shall furnish to Miami-Dade County:

13.3.2 Certificate(s) of Insurance for insurance coverage required in paragraphs (1), (2), (3), and (4) as listed below. Original Policies for coverage required in paragraph (5) as listed below.

(1) Worker's Compensation Insurance for all employees of the Design Builder as required by Florida Statute 440.

- (2) 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. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (4) Contractor's Professional Indemnity Policy: in the name of DESIGN-BUILDER firm in an amount not less than \$1,000,000.
- (5) Builder's Risk Insurance:

The DESIGN-BUILDER shall furnish to Miami-Dade County an original Policy which indicates coverage required below:

Prior to execution of the contract by the County and commencement of work, the DESIGN-BUILDER shall obtain a completed Builder's Risk Insurance on an "All Risk" basis in an amount not less than 100 percent of the insurable value of the building or structure and submit same to the County for approval. This insurance shall be maintained until a notice of substantial completion has been issued by the County.

The value of the Builder's Risk Insurance for this Project shall be the estimated value of building the bridge. In any event, the dollar value of the Builder's Risk Insurance shall not be less than the actual cost of the superstructure.

The policy shall be in the name of Miami-Dade County and the DESIGN-BUILDER as their interests may appear.

Certificates and policies shall indicate no modification or change in insurance will be made without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of the Risk Management Division.

- 13.3.3 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:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the 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 shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Note: Miami Dade County Contract Number and Title of Contract must appear on each certificate.

Certificate holder must read: Miami Dade County
111 NW 1st Street
Suite 2340
Miami Florida 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of his liability and obligation under this section or under any other section of this Agreement.

The DESIGN-BUILDER shall furnish the required Certificates and Policies of Insurance to the Owner prior to commencing any operations under this Agreement, which Certificates and Policies shall clearly indicate that the DESIGN-BUILDER has insurance coverage in the type, amount and classifications in strict compliance with this Article.

The DESIGN-BUILDER shall not receive an authorization to begin until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Agreement.

13.4 PERFORMANCE

- 13.4.1 Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of MDC, and such consent will not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff unless otherwise approved by MDC. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as sub-consultant, sub-contractor or otherwise is subject to approval by MDC.
- 13.4.2 Time for Performance: The DESIGN-BUILDER agrees to start work upon receipt of the Notice to Proceed from MDC in accordance with the details contained in the work authorization for the applicable phase of the Project.
- 13.4.3 Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by MDC and shall be utilized by the County as evaluation criteria for future solicitations.

13.5 PROJECT SUSPENSION OR ABANDONMENT

- 13.5.1 If the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Agreement but will be compensated only for authorized work that is performed pursuant to the applicable Notice to Proceed and accepted by MDC; MDC 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 the work authorized.

13.5.2 If the Project is suspended for the convenience of MDC for more than six (6) months, or abandoned in whole or in part for the convenience of MDC under any phase:

(A) MDC shall give seven days notice to the DESIGN-BUILDER of such Project abandonment or suspension.

(B) The DESIGN-BUILDER shall be paid for services authorized by the County which were performed prior to such suspension or abandonment and MDC shall have no further obligation or liability to the DESIGN-BUILDER under this Agreement.

(C) If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S further compensation may be renegotiated, but MDC will have no obligation to complete the Project under this Agreement, and may hire or contract with another DESIGN-BUILDER to complete the Project. MDC will have no further obligation or liability to the DESIGN-BUILDER.

13.6 TERMINATION OF AGREEMENT

13.6.1 MDC may terminate performance of work under this Contract in whole or, from time to time, in part if MDC determines that a termination is in MDC's best interest. MDC 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 Agreement, and may be issued with or 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 costs of preparing its final invoice to MDC, and upon payment thereof MDC will have no further obligation or liability to the DESIGN-BUILDER under this Agreement. The DESIGN-BUILDER shall not be entitled to any other compensation under this Agreement.

13.6.2 In the event the DESIGN-BUILDER fails to comply with the provisions of this Agreement, MDC may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of MDC, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed professional services found acceptable to MDC. In the event partial payment has been made for such professional services not completed, the DESIGN-BUILDER shall return such sums to MDC within ten (10) days after receipt of written notice that said sums are due. The DESIGN-BUILDER shall be compensated on a percentage of the professional services which have been performed and found acceptable to MDC at the time MDC declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section 13.12 "RIGHTS OF DECISIONS AND DISPUTE RESOLUTION".

13.6.3 The COUNTY and the DESIGN-BUILDER understand and agree that the Project is subject to the acquisition of right-of-way as condition precedent. The COUNTY shall undertake to acquire the right-of-way during the Design and ROW Acquisition Phase.

The Parties agree that in the event the COUNTY exercises its termination for convenience rights under Section 13.6.1 of this Agreement at any time within the period of 510 days following the effective date of the Notice to Proceed of the Design and ROW Acquisition Phase, the COUNTY'S total exposure for the costs authorized under Section 13.6.1, including all amounts already incurred by the COUNTY under the Agreement, shall not exceed \$2,200,000.00. However, in the event that the COUNTY issues a Notice to Proceed for Construction within these 510 days and the DESIGN-BUILDER commences construction of the Project, the preceding limitation for total exposure may be increased by an amount incurred by the DESIGN-BUILDER in connection with the construction, but all subject to the limitations set forth in Section 13.6.1.

13.7 DESIGN-BUILDER'S ACCOUNTING RECORDS

13.7.1 MDC 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 Agreement and for three year after final payment under this Agreement. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2 MDC reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the DESIGN-BUILDER shall, for a period of three (3) years after Final Acceptance under this Agreement:

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.

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

13.7.3 Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial contract negotiations or any supplemental agreement negotiations is later determined by MDC 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 MDC after final payment, MDC shall use all available means to recover said funds including withholding funds due the DESIGN-BUILDER on other MDC contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of his sub-contracts.

13.8 OWNERSHIP AND REUSE OF THE DOCUMENTS

- 13.8.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, 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. 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, the 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 standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.
- 13.8.2 If MDC 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 MDC'S sole risk and holds the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.
- 13.8.3 The DESIGN-BUILDER shall bind all sub-consultants and sub-contractors to the Agreement requirements for re-use of plans and specifications.
- 13.8.4 All notes, correspondence, documents, designs, drawings, renderings, calculations, specification, models, photographs, reports, surveys, investigations, computer files that have "read" and "write" capability, data and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium, or in electronic medium, shall become the property of MDC; however, MDC may grant to the DESIGN-BUILDER a non-exclusive license of the copyright to the DESIGN-BUILDER for reusing and reproducing copyrighted materials or portions thereof as authorized by MDC in advance and in writing. In addition, the DESIGN-BUILDER shall not disclose, release, or make available any document to any third party without written approval from MDC. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.9 COMPLIANCE WITH LAWS

- 13.9.1 The Agreement 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), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... 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 Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor 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 Each employee of the DESIGN-BUILDER and its sub-consultants and sub-contractors that will be involved in the Project shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by MDC.
 - 13.9.1.3 The DESIGN-BUILDER and its sub-consultants and sub-contractors agree in writing that the Project documents are to be kept and maintained in a secure location.
 - 13.9.1.4 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 13.9.1.5 A log shall be developed by the DESIGN-BUILDER and all sub-consultants and sub-contractors contracted by the DESIGN-BUILDER to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents. MDC shall prepare and maintain a log to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents.
- 13.9.2 In addition to the above requirements in this article, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement.
- 13.9.3 AFFIRMATIVE ACTION
- 13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Procurement Management 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 actions specified herein. The Director may declare the DESIGN-BUILDER in default of this Agreement for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.
- 13.9.4 PROMPT PAYMENT TO SMALL BUSINESS SUB-CONSULTANTS AND SUB-CONTRACTORS
- 13.9.4.1 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 Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. 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.

13.9.5 OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

13.9.5.1 According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/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 Special Conditions, 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 process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid 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 (Contractor/ 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 to 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 (Contractor/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 estimate files, worksheets, proposals and agreements from and with successful sub-contractors 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 (proposal 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:

1. 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
2. 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 section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, sub-contractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all sub-contracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this Contract.

Nothing in this section shall impair any independent right to the County to conduct audits 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 (Contractor/Vendor/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 agreements; (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 agreements 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) interlocal agreements.

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.

13.9.5.2 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of AO 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 (10) ten 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 agreements from and with successful and unsuccessful sub-contractors 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.

13.9.6 The DESIGN-BUILDER will be responsible for providing a workforce estimate by trades pursuant to instructions from the Project Manager if this facility is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.

13.9.7 The DESIGN-BUILDER must also submit with the executed Agreement, to be filed with the Clerk of the Board, the attached single executed affidavit.

13.9.8 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 MDC's contracting department monthly, unless designated otherwise. The MUR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The MUR should indicate the amount of Contract monies received and paid as a DESIGN-

BUILDER, including payments to sub-consultants and sub-contractors (if applicable), from the County pursuant to the Project. 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 Small Business Development, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report".

13.9.9 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 compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where MDC 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 MDC, whichever is later.

13.9.10 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 List.

13.10 MISCELLANEOUS PROVISIONS

13.10.1 This Agreement does not confer on the DESIGN-BUILDER any exclusive rights to MDC'S work. Work Orders will be issued under this Agreement at the sole discretion of MDC. MDC reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

13.10.2 Not Applicable.

13.10.3 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 MDC, outside of this Agreement.

13.10.4 TRUTH IN NEGOTIATION: pursuant to AO 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.

- 13.10.5 FORCE MAJEURE: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event.
- 13.10.6 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.
- 13.10.7 Responsibility for Others: DESIGN-BUILDER shall be responsible to MDC for Design-Build Services and the services of DESIGN-BUILDER sub-consultants and sub-contractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by MDC nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.10.8 Right of entry: MDC grants to DESIGN-BUILDER, if the Project site is owned by the County, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the Project site for the purpose of providing the services. If the Project site is not owned by the County, the DESIGN-BUILDER is responsible for making arrangements with property MDC(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the Project site for the purpose of providing the services. MDC recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the DESIGN-BUILDER shall restore site to original condition.

13.11 SUCCESSORS AND ASSIGNS

- 13.11.1 The DESIGN-BUILDER and MDC each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The DESIGN-BUILDER shall afford MDC the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership structure and composition of the DESIGN-BUILDER. Failure to do so constitutes a breach of this Agreement by the DESIGN-BUILDER.

13.12 RIGHTS OF DECISIONS AND DISPUTE RESOLUTION

13.12.1 All services shall be performed by the DESIGN-BUILDER to the satisfaction of the Engineer who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. In the event the DESIGN-BUILDER and MDC are unable to resolve their differences concerning any determination made by the Engineer or any dispute or claim arising under or relating to the Contract, either the DESIGN-BUILDER or MDC may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this Contract hereby authorize the Director of the Office of Capital Improvements, functioning as the Contracting Officer or his 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 his 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 Article, both the DESIGN-BUILDER and MDC are entitled to a hearing before the Contracting Officer, or his designee, at which both DESIGN-BUILDER and MDC may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction 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 Project Manager's interpretation.

13.13 CERTIFICATION

13.13.1 The DESIGN-BUILDER certifies that no companies or persons, other than bonafide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved sub-consultants and sub-contractors, have been retained or employed to solicit or secure this Agreement 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 Agreement. The DESIGN-BUILDER also certifies that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved sub-consultants and sub-contractors, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, MDC shall have the right to annul this Agreement without liability.

13.14 DURATION OF AGREEMENT

13.14.1 This Agreement shall remain in full force and effect for a period of 900 calendar days for Design and Construction phases, excluding the (1) year for warranty administration period, after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first.

13.15 ENTIRETY OF AGREEMENT

13.15.1 This Agreement represents the entire and integrated Agreement between MDC and the DESIGN-BUILDER and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County.

13.15.2 If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the Contract remains valid.

13.16 USE AND POSSESSION PRIOR TO COMPLETION

13.16.1 The County has the right to take possession of or use any completed portion or partially completed portion of the Work. Such possession or use shall not be deemed as acceptance of the Work or any portion thereof. While the County is in possession of such portion of the Work, the DESIGN-BUILDER shall be relieved of the responsibility for loss or damage to only that portion of the Work, except for loss or damage resulting from the DESIGN-BUILDER's, sub-contractor's or supplier's fault or negligence. The DESIGN-BUILDER shall, however, remain responsible for completion of such portion of the Work in accordance with Contract Documents.

13.16.2 Notwithstanding the use and possession by the County of any completed portion or partially completed portion of the Work, the applicable time period for the DESIGN-BUILDER'S guarantee, warranties and Warranty Bond shall not commence until issuance of the Certificate of Acceptance of Final Inspection or said portion of the Work is put into revenue service as set forth in the Contract Documents.

13.17 INDEPENDENT CONTRACTOR

13.17.1 The DESIGN-BUILDER shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the Work required under the terms of the Contract Documents. The DESIGN-BUILDER shall be liable for its own acts and omissions as well as those of its employees, agents, sub-contractors and suppliers. Nothing contained herein shall be construed as creating an employment or agency relationship between the County and the DESIGN-BUILDER.

13.17.2 Terms in the Contract Documents referring to direction from the County or the County shall be construed as providing for direction as to policy and the result of the Work only, and not as to means by which such result is obtained.

13.18 SANCTIONS FOR CONTRACTUAL VIOLATIONS

- 13.18.1 Proposal and Contract Documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the Contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

13.19 CHANGES

- 13.19.1 The County may, at any time, without invalidating the Agreement and without notice to the Sureties, by a written Change Order, order modifications in the Work and/or the Contract Documents, including changes, modifications, additions or deletions.
- 13.19.2 The DESIGN-BUILDER may, at any time, submit in writing to the County proposed modifications to the Work. The County will review such proposals and recommend the approval or denial of such proposed modifications to the County, and the County, at its sole discretion, may either approve or deny such proposed modifications.

Upon accepting modifications proposed by the DESIGN-BUILDER, the County will execute and issue a Change Order. The denial by the County of the DESIGN-BUILDER 's proposed modification shall neither provide the DESIGN-BUILDER with any basis for a claim for damages nor an adjustment of the Time of Completion, nor shall the denial release the DESIGN-BUILDER from its contractual responsibilities under the Contract Documents.

- 13.19.3 Except as herein provided, no order, statement or conduct of the County shall be treated as a Change Order or entitle the DESIGN-BUILDER to additional compensation or an equitable adjustment hereunder.
- 13.19.4 If any Change Order causes a verifiable increase or decrease in the DESIGN-BUILDER 's cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made and the Agreement will be accordingly modified in writing.
- 13.19.5 Within fifteen (15) days or a mutually agreed upon timeframe of receiving a request from the County or upon submission of a proposed modification the DESIGN-BUILDER shall submit, with each change, modification, addition or deletion, involving an increase or decrease in the cost of performing the Work, an itemized cost breakdown covering any sub-contractor's work as well as its own. The DESIGN-BUILDER shall also indicate proposed payment terms and any increase or decrease in the Time of Completion as a result of the proposed modification. The itemized breakdown shall include, but is not limited to, the following:

- (A) Material quantities and unit prices;

- (B) Engineering costs;
- (C) Labor costs (identified with the specific item manufactured or installed or operation performed);
- (D) Equipment costs;
- (E) Overhead as determined by an independent audit in accordance with FAR Part 31 of the DESIGN-BUILDER's overhead rates and approval by the County;
- (F) Profit – not to exceed 15%; and
- (G) Employment taxes under the Federal Insurance Contributions Act and Federal Unemployment Tax Act.

The DESIGN-BUILDER shall also include, as part of its submission, a subnet schedule showing a complete breakdown of all of the tasks required to complete the proposed modification, including the impact of the modification on the Project Schedule. This subnet schedule shall be in the same format as, and fully integrated into, the Project Schedule.

- 13.19.6 Adjustment in the Contract Sum resulting from a change, modification, addition or deletion in the Work shall be determined by one or more of the following:
- (A) By agreement; or
 - (B) By the County's estimate of an equitable increase or decrease in the Contract Sum based on the approved itemized breakdown submitted pursuant to Article 13.19.5.
- 13.19.7 No allowance shall be made, or recovery be allowed, to the DESIGN-BUILDER for loss of anticipated profit or overhead recovery as a result of a portion of the Work not being performed by reason of a change, modification, addition or deletion in the Work.
- 13.19.8 Adjustments in the Time of Completion of the Contract shall only be allowed if the Work included in the change, modification, addition or deletion falls on the critical path of the Project Schedule or alters such critical path so as to extend the time required for completion of the Work. The critical path will be determined from the latest approved version of the DESIGN-BUILDER 's Project Schedule.
- 13.19.9 MDC shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, DESIGN-BUILDER shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Contracting officer, no addition or changes to the Work shall be made except upon written order of MDC, and MDC shall not be liable to DESIGN-BUILDER for any increased compensation or adjustment to the Contract

Time without such written order. No officer, employee or agent of MDC is authorized to orally direct any increase or decrease in the Work.

13.19.10 The DESIGN-BUILDER 's written acceptance of a Change Order, absent a written reservation of rights, shall constitute the DESIGN-BUILDER 's final and binding agreement to the provisions thereof and a waiver by the DESIGN-BUILDER of any direct claims, resulting therefrom. Disagreement with a Change Order shall in no way excuse the DESIGN-BUILDER from complying with, and prosecuting, the work set forth in the Change Order. Should the DESIGN-BUILDER disagree with any Change Order, it shall, within thirty (30) days after receipt of the Change Order, submit to the County a written statement specifically setting forth the nature and monetary extent of such disagreement. No such claim by the DESIGN-BUILDER shall be considered if it is asserted after the earlier of thirty (30) days of DESIGN-BUILDER's receipt of the Change Order or after final payment under the Agreement has been made.

13.20 ENGINEER'S FIELD OFFICE SPACE

At least thirty (30) days prior to the commencement of the activities and thereafter, until the issuance of the Acceptance Certificate by the County, the DESIGN-BUILDER shall maintain an office space in accordance with the specifications, in Miami-Dade County, Florida, to maintain close communication with the County.

13.21 PLANT AND FACILITY INSPECTIONS

The County, the County and/or their authorized representative, may inspect, the DESIGN-BUILDER'S plant(s) or facility(ies) during normal business hours, any materials, parts or equipment procured or manufactured at said plant or facility, as well as, may inspect, at the source of supply, any materials, parts or equipment procured and/or manufactured by a sub-contractor or supplier or other person, for installation into, or to be used for, or the Work.

13.22 LIQUIDATED DAMAGES

In the event that the Project is not completed and/or delivered to the County, and/or the Work or a portion thereof is not completed within the number of days set forth herein, and/or within the County approved Project Work Schedule, damage will be sustained by the County. In such event, the DESIGN-BUILDER shall pay to the County, as liquidated damages and not as a penalty, the sum stipulated in Subarticle 1.06 G. (Liquidated Damages) of Division I (General Requirements) of the Specifications. This sum shall be paid for every day or fraction thereof of delay in completing the referenced portion of the Work and failing to meet the corresponding interim milestone or the Time of Completion. The DESIGN-BUILDER shall pay the referenced sums as fixed and agreed to, liquidated damages, and not by way of a penalty, to the County. The County may deduct the sum of liquidated damages from any monies due or that become due the DESIGN-BUILDER under the Agreement or under any other contract with the County, or if such monies are insufficient, the DESIGN-BUILDER or its Surety or Sureties shall pay to the County any deficiencies in such monies within thirty (30) days of written notice by the County. The remedies provided herein are not intended to preclude the County from terminating this Agreement as provided in the termination provisions herein.

13.23. ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The DESIGN-BUILDER, sub-consultants and sub-contractors agree to abide and be governed by Miami-Dade County Ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the DESIGN-BUILDER's Current Federal Income Tax Return.
- C. The DESIGN-BUILDER further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.
 - (1) For a listing of the Federal Requirements.
 - (2) For a listing of the County and State Ordinances, Resolutions and/or Regulations.
- D. The DESIGN-BUILDER further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement.

13.24. CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

13.25. EQUAL OPPORTUNITY

13.25.1 EQUAL EMPLOYMENT OPPORTUNITY

The DESIGN-BUILDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth or national origin. The DESIGN-BUILDER shall take affirmative actions to insure that applicants are employed and that employees are

treated during their employment without regard to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The DESIGN-BUILDER agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The DESIGN-BUILDER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and Dade County Ordinance 75-46.

13.25.2 NONDISCRIMINATION

During the performance of this Agreement, the DESIGN-BUILDER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the DESIGN-BUILDER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, marital status, physical handicap or national origin. If requested to do so the DESIGN-BUILDER shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders.

13.25.3 SMALL BUSINESS DEVELOPMENT DEPARTMENT PROGRAMS

The DESIGN-BUILDER must meet the requirements of the Small Business Development Programs; Community Business Enterprise (CBE), Community Small Business Enterprises (CSBE), and Community Workforce Program (CWP) Sections in accordance with the Miami Dade County Code and as provided for within the Contract Documents.

SIGNATURES

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

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:

Secretary:

Signature

Legal Name of Corporation

By:

Legal Name of Corporation

Signature

(Corporate Seal)

Legal Name and Title

**WHEN THE DESIGN-BUILDER IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME**

ATTEST:

Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP

ATTEST:

Witness: _____
Signature

Legal Name of Partnership

Witness: _____
Signature

Legal Name and Title

Date Signed

By: _____
Signature

(Seal)

Legal Name and Title

By: _____
Signature

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL

Witness: _____
Signature

Legal Name

Witness: _____
Signature

Signature

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

Risk Management Division

Assistant County Attorney

Date: _____

Date: _____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board 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**

**CARLOS ALVAREZ
Mayor**

By: Kay Sullivan, Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

Distribution:

- One Original to Clerk of the Board
- One Original to User Department's Project File
- One Original to Office of Capital Improvements
- One Original to Office of Civil Rights
- One Original to Design-Builder
- One Original to Project Manager

DATE: February 22, 2011
TO: George Navarrete, Director
Office of Capital Improvements
FROM: Penelope Townsley, Director
Small Business Development 
SUBJECT: Compliance Review
Design/Build Project No. UP10-PW-01 PTP
Unsolicited Proposal for Design-Build-Finance for SW 137th Ave from US-1 to SW 200th Street

The Department of Small Business Development (SBD) has completed its review of the proposals submitted for the evaluation of the Technical and Price Proposal phase of the Selection Process (Step 2) for the subject project. The contract measures established for this project are a 19% CSBE subcontractor goal and a 27% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Redland de Moya JV, LLC (#1), Conalvias USA, LLC (#2), and Central Florida Equipment Rentals, Inc. (#3) for review. Below are the results of the pre-award Step two (2) review and summary.

STATUS:

- | | |
|--|-----------|
| 1. Redland de Moya JV, LLC | Compliant |
| 2. Conalvias USA, LLC | Compliant |
| 3. Central Florida Equipment Rentals, Inc. | Compliant |

SUMMARY:

Redland de Moya JV, LLC (#1), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Hi-Tech Concrete, Inc. to perform concrete at 5.8%, Darley Construction Company to perform concrete and steel construction at 1.5%, D2 Construction, Inc. to perform drainage installation at .80%, Signal Maintenance, Inc. to electrical (work) at 9.8%, and Statewide Maintenance/Striping, Inc. to perform pavement markings and sign installation at 1.4 %. All CSBE firms have verified this information by signing the respective Schedule of Intent Affidavits.

Redland's proposal also included Letters of Agreement that listed CBE sub-consultants Botas Engineering, Inc. to perform Highway System-Bridge Design and General Structural Engineering at 2.53%, Alvarez Engineers, Inc. to perform Highway Systems-Lighting and Highway Systems-Signalization at 3.68%, Curtis & Rogers Design Studio, Inc. to perform Landscape Architecture at 3.70%, E Sciences, Inc. to perform Environmental Engineering-Biology Services at 3.24%, HR Engineering Services, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 6.78%, CES Consultants, Inc. to perform Concrete and Asphalt Testing Services at 5.49%, Ross Engineering, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services and General Civil Engineering at 2.38%.

Redland de Moya JV, LLC has fulfilled the required contract measures for the build and design portions of this solicitation and is therefore in compliance with the CSBE and CBE Participation Provisions.

Conalvias USA, LLC (#2), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Roberts Traffic Marking Corp. to perform pavement markings at 1.7%, Florida Paving & Trucking, Inc. to perform highway and bridge construction at 13.3%, and United Signal, Inc. to perform

signalization and lighting at 15%. All CSBE firms have verified this information by signing the respective Schedule of Intent Affidavits.

Conalvias' proposal also included Letters of Agreement that listed CBE sub-consultants Consulting Engineering & Science, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services at 1.1%, G & A Consultants, Inc. to perform General Civil Engineering at .5%, Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 2%, Florida Transportation Engineering, Inc. (FTE) to perform Highway Systems-Signalization at 15.7%, Curtis & Rogers Design Studio, Inc. to perform Landscape Architecture at 2.1%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 6%, Tierra South Florida, Inc. to perform Concrete and Asphalt Testing Services at .9%, and Civil Works, Inc. to perform Highway Systems-Highway Design, General Civil Engineering, and Engineering Construction Management at 13.1%.

Conalvias USA, LLC has fulfilled the required contract measures for the build and design portions of this solicitation and is therefore in compliance with the CSBE and CBE Participation Provisions.

Central Florida Equipment Rentals, Inc. (#3), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Maytin Engineering Corp. to perform clearing, grubbing, earthwork and paving at 11.7% and Barreiro Construction Corp. to perform concrete flat work at 7.1%. However, Central is short of the 19% CSBE goal (and the actual goal of 18.84%), established for the "build" portion of this design-build. In an Investigatory Meeting of February 18, 2011, Central Florida clarified that what was being interpreted as "11.7%" by SBD, was in fact "11.9%", thus satisfying the established 19% CSBE goal. All CSBE firms have verified this information by signing the respective Schedule of Intent Affidavits.

Central Florida's proposal also included Letters of Agreement that listed CBE sub-consultants Curtis & Rogers Design Studio, Inc. to perform Landscape Architecture at 2%, EBS Engineering, Inc. to perform Highway Systems-Signing, Pavement Markings, and Channelization, Highway System-Lighting, and Highway Systems-Signalization at 15%, E Sciences, Inc. to perform Environmental Engineering-Biology Services at 5%, and Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 7%.

Central Florida Equipment Rentals, Inc. has fulfilled the required contract measures for the build and design portions of this solicitation and is therefore in compliance with the CSBE and CBE Participation Provisions.

Please note that SBD staff reviewed and addressed compliance with the CSBE and CBE programs. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan, (OCI)
Traci Adams-Parish, (SBD)
File

DATE: December 29, 2010
TO: George Navarrete, Director
Office of Capital Improvements
FROM: Penelope Townsley, Director
Small Business Development
SUBJECT: Utilization and Assurance Review
Design/Build Project No. UP10-PW-01 PTP
Unsolicited Proposal for Design-Build-Finance for SW 137th Avenue from US-1 to SW 200th Street

The Department of Small Business Development (SBD) has completed its review of the proposals submitted for the Evaluation of Qualifications phase of the Selection Process, (Step 1). The contract measures established for this project are a 27% CBE sub-consultant goal and a 19% CSBE subcontractor goal.

The Construction Contracts Section of Miami-Dade Office of Capital Improvements has submitted proposals inclusive of the Utilization and Assurance Form (CBE-CSBE Form 105a) from Conalvias U.S.A., LLC, Central Florida Equipment Rentals, Inc., Redland de Moya JV, LLC, and Trans Florida Development Corp. for review. Following is the result of the pre-award Step One (1) status and summary.

STATUS:

- | | |
|--|------------|
| 1. Conalvias U.S.A., LLC | Responsive |
| 2. Central Florida Equipment Rentals, Inc. | Responsive |
| 3. Redland de Moya JV, LLC | Responsive |
| 4. Trans Florida Development Corp. | Responsive |

SUMMARY:

The above listed design-builders submitted the Utilization and Assurance CBE-CSBE Form 105a committing to utilize CBEs to meet the 27% CBE sub-consultant goal and CSBEs to meet the 19% CSBE subcontractor goal.

Please note that SBD staff only reviewed and addressed the completion and submittal of the Utilization and Assurance Form. The Construction Contracts Section of Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist at the Evaluation of Qualifications Process (Step 1).

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

PT: vow

cc: Luisa Millan, (OCI)
Traci Adams-Parish, (SBD)
File



MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 05/19/2006 To: 05/19/2011

PRIMES

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
 9030 NW 97th Ter
 Medley, FL 33178

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
* W-860	1	WS	GOAL CSBE 9%	07/27/2006	\$12,938,488.70
NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION (SIC 16)					
Change Order #	1	DEC-18-07			\$1,750,000.00
					<u>\$14,688,488.70</u>
MDAD F-178A	1	AV	GOAL- DBE DBE 15%	12/19/2006	\$17,491,872.11
MIA TRACT ONE DRAINAGE, GRADING AND PAVEMENT IMPROVEMENT (SIC 17)					
					<u>\$17,491,872.11</u>
B732A2	1	AV	GOAL CSBE 21%	03/25/2009	\$15,913,959.84
MIA REGIONAL COMMUTER FACILITY APRON & FUEL LOOP (SIC 15)					
					<u>\$15,913,959.84</u>
2008.033	1	SP	GOAL CSBE 10%	07/21/2009	\$6,812,911.10
AREA 3 (SEABOARD TERMINAL) BULKHEAD (SIC 16)					
					<u>\$6,812,911.10</u>
20090146 (7360)	1	PW	NO MEASURE	07/22/2009	\$546,825.18
CORAL GABLES WATERWAY BANK STABILIZATION FROM SW 61ST AVENUE TO SW 67TH AVENUE (SIC 16)					
					<u>\$546,825.18</u>

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MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 05/19/2006 To: 05/19/2011

PRIMES

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
9030 NW 97th Ter
Medley, FL 33178

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
20090144 (7360)	1	PW	GOAL CSBE 3%	09/15/2009	\$378,701.81
WATER CONTROL STRUCTURE AT NW 127TH STREET AND NW 30TH AVENUE (MINTON DAMN)					
BP NO. 80	1	NDBASI	GOAL - SBE SBE 1%	10/09/2009	\$4,211,352.00
NEW MARLINS BALLPARK - PUBLIC INFRASTRUCTURE SITEWORK (SIC 15)					
Change Order #	1	MAR-25-10	0 days		\$23,982.00
Change Order #	2	APR-15-10	0 days		\$38,907.00
Change Order #	3	APR-15-10	0 days		\$30,000.00
Change Order #	4	MAY-14-10	0 days		\$230,635.00
					<u>\$4,534,876.00</u>
S-848 - ESP - FEDERAL	1	WS	GOAL - DBE DBE 1%	11/12/2009	\$3,531,759.80
PERRINE - CUTLER RIDGE WATER AND SEWER IMPROVEMENTS WATER MAIN GRAVITY SEWER AND FORCE MAIN FOR BASIN B (SIC 16)					
BP NO. 80A	1	NDBASI	GOAL - CSBE CSBE 23%	06/16/2010	\$2,153,276.00
PUBLIC INFRASTRUCTURE ROADWAY IMPROVEMENTS (SIC 16)					
			GOAL - SBE SBE 2%		<u>\$2,153,276.00</u>

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MIAMI DADE COUNTY
 Department of Small Business Development
 Firm History Report

From: 05/19/2006 To: 05/19/2011

PRIMES

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
 9030 NW 97th Ter
 Medley, FL 33178

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	\$63,979,146.54	
			Total Change Orders Approved by BCC	\$2,073,524.00	
				\$66,052,670.54	

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OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Thursday, May 19, 2011

All Contracts for FEIN 591782227
Central Florida Equipment Rentals Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
9	DE	CON	<u>20030041A</u>	South Miami-Dade Stormwater Treatment and Distri	Central Florida Equipment Rent	11/8/2006	\$2,685,702	11/5/2007	100% / Complete
5	SP	CON	<u>2008.033</u>	Area 3 (Seaboard Terminal) Bulkhead	Central Florida Equipment Rent	10/5/2010	\$6,148,101	3/23/2011	100% / Complete
2	PW	7360	<u>20090144</u>	Water Control Structure-NW 127	Central Florida Equipment Rent	11/17/2010	\$335,894	1/7/2011	100% / Complete
6	PW	7360	<u>20090146</u>	Coral Gables Waterway Bank Sta	Central Florida Equipment Rent	12/7/2009	\$492,193	9/21/2010	100% / Complete
0	PR	7360	<u>44791</u>	MATHESON WETLANDS MITIGATION P	Central Florida Equipment Rent	12/9/2006	\$826,150	6/3/2008	100% / Complete
6	AV	CON	<u>B732A2</u>	MIA Regional Commuter Facility Apron Package 2	Central Florida Equipment Rent	N/A	\$14,467,236		0% / N/A
0	DE	CON	<u>C02-DERM-EEC 7</u>	Removal and disposal of sediment and debris in s	Central Florida Equipment Rent	1/7/2005	\$30,000,000	2/16/2005	100% / Complete
30	WS	CON	<u>S-848</u>	Perrine - Cutler Ridge Water and Sewer Improveme	Central Florida Equipment Rent	4/21/2011	\$3,047,054	4/6/2011	99% / On Schedule
9	MT	CON	<u>TA01-BWX-1N</u>	Busway Extension to Florida City and US-1 Recons	Central Florida Equipment Rent	1/5/2005	\$19,553,014	3/16/2007	100% / Closed
8	MT	CON	<u>TA01-BWX-1S</u>	Busway Extension to Florida City and US-1 Recons	Central Florida Equipment Rent	5/4/2004	\$18,062,096	3/16/2007	100% / Closed
30	MT	CON	<u>TR05-BWX-2R</u>	Busway Extension to Florida City-Segment II - RE	Central Florida Equipment Rent	2/4/2008	\$34,774,784	3/9/2010	100% / Complete
0	WS	CON	<u>W-823B</u>	Installation of 16-Inch Sludge Line in NW 74th S	Central Florida Equipment Rent	4/4/2003	\$1,434,283	12/20/2005	100% / Closed
12	WS	CON	<u>W-860</u>	Northwest Wellfield Calcium Carbonate Deposit La	Central Florida Equipment Rent	10/24/2008	\$11,449,990	9/8/2010	100% / Closed
Totals:						13	\$143,276,497		

* Yellow Status=Inactive Contract

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Capital Improvements Information System Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
DE	<u>C02-DERM-EEC 7</u>	CON	Central Florida Equipment Rentals Inc.	12/7/2005		Completion of construction	<u>3.0</u>
DE	<u>C02-DERM-EEC 7</u>	CON	Central Florida Equipment Rentals Inc.	12/7/2005		Completion of construction	<u>3.0</u>
DE	<u>C02-DERM-EEC 7</u>	CON	Central Florida Equipment Rentals Inc.	12/7/2005		Completion of construction	<u>3.0</u>
MT	<u>TA01-BWX-1N</u>	CON	Central Florida Equipment Rentals Inc.	7/14/2005	Neville Hoo	Completion of construction	<u>3.0</u>
MT	<u>TA01-BWX-1S</u>	CON	Central Florida Equipment Rentals Inc.	5/4/2004	Neville Hoo	Completion of construction	<u>3.0</u>
MT	<u>TR05-BWX-2R</u>	CON	Central Florida Equipment Rentals Inc.	1/31/2008	Neville Hoo	Interim	<u>3.0</u>
WS	<u>W-860</u>	CON	Central Florida Equipment Rentals Inc.	4/14/2008	Miguel Pichardo	Interim	<u>4.0</u>
WS	<u>W-860</u>	CON	Central Florida Equipment Rentals Inc.	8/7/2008	Armando Rubio	Project conclusion or closeout	<u>4.0</u>
MT	<u>TR05-BWX-2R</u>	CON	Central Florida Equipment Rentals Inc.	9/10/2008	Neville Hoo	Completion of construction	<u>3.5</u>
WS	<u>S-848</u>	CON	Central Florida Equipment Rentals Inc.	5/5/2010	Nelson Cespedes	Interim	<u>3.0</u>
PR	<u>44791</u>	7360	Central Florida Equipment Rentals Inc.	3/11/2008	Belkis Costello	Project conclusion or closeout	<u>3.8</u>
PW	<u>20090144</u>	7360	Central Florida Equipment Rentals Inc.	2/10/2011	Urbano Baz	Project conclusion or closeout	<u>3.1</u>
PW	<u>20090146</u>	7360	Central Florida Equipment Rentals Inc.	3/25/2011	Urbano Baz	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 13 Contractors: 1 Average Evaluation: 3.3

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Detail by Entity Name

Florida Profit Corporation

CENTRAL FLORIDA EQUIPMENT RENTALS INC.

Filing Information

Document Number 550783
FEI/EIN Number 591782227
Date Filed 11/04/1977
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 05/06/2002
Event Effective Date NONE

Principal Address

9030 N.W. 97 TERRACE
MEDLEY FL 33178

Changed 02/07/1991

Mailing Address

9030 N.W. 97 TERRACE
MEDLEY FL 33178

Changed 02/07/1991

Registered Agent Name & Address

BAER, JAMES T.
9030 NW 97 TERRACE
MEDLEY FL 33178 US

Name Changed: 04/09/1992

Address Changed: 04/09/1992

Officer/Director Detail

Name & Address

Title PD

BAER, JIM
7960 SW 120 PL
MIAMI FL 33183

Title V

BAER, ROBERT
7252 SW 98TH ST
MIAMI FL 33156

Title S

BAER, CAROL
2917 LAKESHORE DRIVE
FORT LAUDERDALE FL 33312

Title VP

BAER, RICHARD
7900 SW 125TH ST
MIAMI FL 33156

Annual Reports

Report Year Filed Date

2009 01/27/2009
2010 02/18/2010
2011 01/03/2011

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- [01/03/2011 -- ANNUAL REPORT](#)
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- [01/18/2008 -- ANNUAL REPORT](#)
- [03/13/2007 -- ANNUAL REPORT](#)
- [01/20/2006 -- ANNUAL REPORT](#)
- [02/16/2005 -- ANNUAL REPORT](#)
- [04/22/2004 -- ANNUAL REPORT](#)
- [03/21/2003 -- ANNUAL REPORT](#)
- [05/06/2002 -- Name Change](#)
- [05/03/2002 -- ANNUAL REPORT](#)
- [04/11/2002 -- Name Change](#)
- [02/03/2001 -- ANNUAL REPORT](#)
- [01/27/2000 -- ANNUAL REPORT](#)
- [02/13/1999 -- ANNUAL REPORT](#)
- [02/10/1998 -- ANNUAL REPORT](#)
- [01/23/1997 -- ANNUAL REPORT](#)
- [05/01/1996 -- ANNUAL REPORT](#)
- [05/01/1995 -- ANNUAL REPORT](#)

Note: This is not official record. See documents if question or conflict.

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

[Events](#) [Name History](#)

MIAMI-DADE COUNTY
OCI FORM 6
PRICE PROPOSAL

PRICE PROPOSAL FOR DESIGN-BUILD SERVICES FOR
(UP10-PW-01 PTP)

Design-Builder: Central Florida Equipment Rentals, Inc.

Federal Employer Identification Number: 59-1782227

Address: 9030-NW 97 Terrace

City/State/Zip: Medley, FL. 33178

The Design-Builder must submit one original and one copy of the Price Proposal in a separate sealed envelope by the Step 2 Submittal Deadline. Subject envelope must be labeled as follows:

Price Proposal

Design-Builder's Name: Central Florida Equipment Rentals, Inc.
OCI Project Title: Unsolicited Proposal For Design, Build and Finance of the People's Transportation
OCI Project Number: Plan (PTP) SW 137 Avenue, From US-1 to SW 200 Street
OCI Project Number: UP 10-PW-01 PTP

The Design-Builder's price shall be submitted on this form in the manner stated herein, without exception or qualification.

The Design-Builder shall state its price for providing services as denoted in the Request for Design-Build Services (RDBS):

A BASE PRICE PROPOSAL FOR PROFESSIONAL SERVICES \$ 2,431,660.00
A BASE PRICE PROPOSAL FOR CONSTRUCTION SERVICES \$ 10,826,567.00
TOTAL LUMP SUM PRICE PROPOSAL \$ 13,258,227.00

TOTAL LUMP SUM PRICE PROPOSAL Thirteen Million Two Hundred Fifty-Eight Thousand Two Hundred Twenty-Seven DOLLARS
& 00/100 (WORDS)

The total negotiated Lump Sum Price shall not exceed the amount indicated above.

The execution of the price proposal form constitutes the unequivocal offer of the design-builder to be bound by the terms of its proposal. Failure to sign this proposal where indicated by an authorized representative shall render the proposal non-responsive. The County, may however, in its sole discretion, accept any proposal that includes an executed document, which unequivocally binds the Design-Builder to the terms of its offer.

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP or JOINT VENTURE

(To be signed by each partner/joint venturer)

ATTEST:

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Name of Partnership/Joint Venture

By: _____
Signature

Print Name

Title

By: _____
Signature

Print Name

Title

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:

Carol C Baer

Secretary

Carol Baer
Print Name

(Corporate Seal)

Central Florida Equipment Rentals, Inc.
Name of Corporation

By: *Robert Baer*
Signature of Officer

Robert Baer
Print Name

Vice President
Title

Date: 2/11/2011

WHEN THE DESIGN-BUILDER IS A LIMITED LIABILITY COMPANY (LLC)

ATTEST:

Witness: _____

Witness: _____

(Seal)

Legal name of LLC

By: _____
Signature

Print Name

Title

Date: _____

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL or SOLE PROPRIETORSHIP or OPERATES UNDER A TRADE NAME

ATTEST:

Witness: _____

By: _____
Signature

Witness: _____

Print Name

Witness: _____

Signature

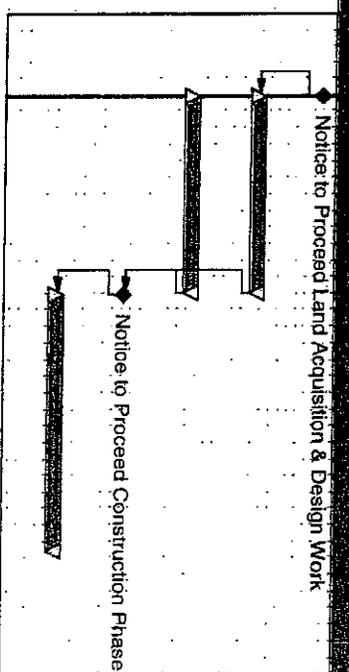
Witness: _____

Print Name

Date: _____

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Activity ID	Activity Name	Duration (Days)	Start Date	End Date
A1000	Notice to Proceed Land Acquisition & Design Work	0	04-Apr-11	
A1010	Right-of-Way Acquisition	365	04-Apr-11	02-Apr-12
A1020	Design & Permitting Phase	365	04-Apr-11	02-Apr-12
A1030	Notice to Proceed Construction Phase	0	04-Apr-12	
A1040	Construction Phase	475	03-Apr-12	21-Jul-13



Actual Work Milestone
 Remaining Work Float Bar
 Critical Remaining Work Summary

New Millennium / Central Florida Equipment

TASK filter: All Activities

22

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date) February 11, 2011	REV. 0510 PWD
------------------------	---	------------------

PRINCIPAL (Full legal name and business address) Central Florida Equipment Rentals, Inc. 9030 NW 97th Terrace Medley, FL 33178	TYPE OF ORGANIZATION ("X" one)	
	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input checked="" type="checkbox"/> Corporation

SURETY (Name and business address) Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183	RECEIVED FEB 09 2011
--	-------------------------

PENAL SUM OF BOND	*****Five Percent of the Total amount Bid*****			
BID IDENTIFICATION	Project No:	UP10-PW-01 PTP	Bid Opening Date:	February 11, 2011
	County Project Name:	Unsolicited Proposal for PTP SW 137 Avenue from US-1 to SW 200 Street		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprourement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

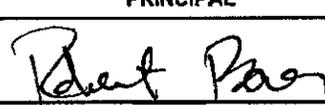
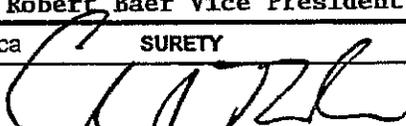
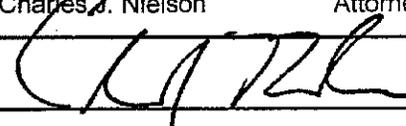
The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Resident Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

Central Florida Equipment Rentals, Inc.		PRINCIPAL	
SIGNATURE			Principal's Corporate Seal
NAME AND TITLE (Typed)	Robert Baer Vice President		
Travelers Casualty and Surety Company of America		SURETY	
SIGNATURE OF ATTORNEY-IN-FACT			Surety's Corporate Seal
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)	Charles J. Nielson Attorney-in-Fact		
SIGNATURE OF RESIDENT FLORIDA AGENT			
PRINTED NAME OF RESIDENT FLORIDA AGENT (Typed)	Charles J. Nielson		



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. 222181

Certificate No. 004008742

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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, Gicelle Pajon, Olga Iglesias, Gloria McClure, 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 20th day of December, 2010.

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]
George W. Thompson, Senior Vice President

On this the 20th day of December, 2010, before me personally appeared George W. Thompson, 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

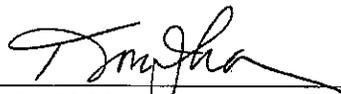
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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, Kori M. Johanson, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2011

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


Kori M. Johanson, 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.

Memorandum



Date: April 15, 2011

To: Alina T. Hudak
County Manager

Thru: George Navarrete
Director, OCI

George Navarrete 4/15/11

From:

Mike Ramos

Mike Ramos, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Unsolicited Proposal for the Design, Build and Finance of the People's Transportation
Plan SW 137th Avenue, from Us-1 to SW 200 Street
OCI Project No. UP10-PW-01 PTP

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Request for Design Build Services (RDBS).

OCI Project No.: UP10-PW-01 PTP

Project Title: Unsolicited Proposal for the Design, Build and Finance of the People's Transportation Plan SW 137th Avenue, from Us-1 to SW 200 Street

Scope of Services Summary: The scope of services includes the design, land acquisition support services, construction and financing of a roadway that connects from the existing intersection of SW 137 Avenue and SW 200 Street to the existing intersection of US-1/SR 5 and SW 137 Avenue, and all required transitions. A complete, functional, satisfactory and certified road construction project shall be provided. The finance component of this project refers to the total cost of financing proposers billing or expenses that exceeds the available funding for this project, which shall be borne by the proposer. The maximum available fund for this project is \$18,043,000.

Proposer shall perform all required work for the construction of a new two (2) lane roadway on a straight alignment along one side of the right-of-way inclusive of all required standards which include but not limited to; sidewalks, curb and gutter, a continuous stormwater drainage system, signalization, pavement markings and signage, bicycle facilities, landscaping and roadway lighting. In addition, a bridge crossing over Canal C-102, a bridge/culvert crossing at Canal C-102N and filling of the borrow pit at SW 240 Street within the right-of-way limits is required. The proposer shall obtain all required permits and negotiate and acquire on behalf of the County any and all required right-of-way to achieve 110 feet wide section for the future widening to a six (6) or four (4) lane divided road. The total length of this project is approximately 3.2 miles.

Page Two (2)
Negotiations Authorization
Miami-Dade Public Works Department
OCI Project No. UP10-PW-01 PTP

Proposer shall provide land acquisition support services for the PWD Right-of-Way Division's who will be responsible for the acquisition of properties necessary for the project. The Proposer shall identify all parcels that will be acquired via donation; all parcels that are willing sellers and anticipated costs and all parcels that need to be acquired under eminent domain and anticipated costs.

The County and Design-Builder shall negotiate terms for a cooperative method to ensure that the acquisitions are done in a timely and cost effective way which reduces the impact to the overall project.

The County at its sole and absolute discretion will determine the acquisition cost of each parcel subject to Board of County Commissioners (BCC) approval. If at any time the cost for land acquisition exceeds the allocated budgeted amount for right-of-way, the County reserves the right to terminate the contract. A Notice-to-Proceed (NTP) for construction will only be issued once the County acquires the land needed for the project.

Proposer shall provide design related services anticipated to include, but not be limited to, preliminary design analysis; site investigations; drawings, specifications, Public Information Plan and respond as necessary to obtain all required permits. In addition, the proposer shall provide construction related services inclusive of; labor and equipment to construct the roadway, relocation of existing utilities, clearing and grubbing the site and all other appurtenant and miscellaneous items and work for a complete functional roadway.

It is the County's intent to obtain a complete, functional, satisfactory and certified project and any items of labor, equipment or materials, which may be necessary to accomplish this, shall be supplied whether or not specifically denoted.

Term of Contract: One Design Build Contract will be awarded under this solicitation. The cost estimate of this project is \$18,043,000. The contract will have an effective term of 900 calendar days.

Review Committee: The Review Committee recommended, at their March 31, 2010 meeting, that a 27% Community Business Enterprise (CBE), 19% Community Small Business Enterprise (CSBE) and 11.80% Community Workforce Program (CWP) goals be applied to this solicitation. The Review Committee recommended, at their December 08, 2010 meeting to increase the CWP goal to 13.10%.

Date of the Board of County Commissioner's approval to advertise/initiate: October 05, 2010.

SELECTION PROCESS:

A two-step selection process was utilized for this design-build solicitation, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Price Proposal. Step 1 is the evaluation of the design-build team's qualifications based on the teams' completed submittal. Step 2 is the evaluation of competitive technical and price proposals from those Advancing Firms (those firms deemed responsive and responsible at Step 1) who choose to offer a responsive and responsible proposal.

STEP 1:

The Step 1 process is the evaluation of qualifications of the teams. Such qualifications included the experience and qualifications of the team, design team's technical certification and pre-qualification, Design-Builder's licensing requirements, assurance in meeting the Community Business Enterprise and

Community Small Business Enterprise goals, Design-Builder's capability to provide a Payment and Performance Bond and acknowledgement of insurance coverage.

The experience and qualifications required for this solicitation were as follows:

Experience and Qualification(s):

The Respondent shall demonstrate experience in the below listed areas. Information regarding the experience and qualifications for the Design Builder must be included in OCI Form 1, Section F. The experience and qualifications, as applicable, for the Lead A&E Design firm must be included in OCI Form G.

1. The Design-Builder shall have successfully completed at least two design-build roadway with bridge component projects of similar size and complexity within the last ten years. This requirement may be satisfied collectively by the lead General Contractor and the lead engineering/design firm. If the Design-Builder is a newly formed entity; statements providing the equivalent of experience for the joint venture shall be sufficient along with a statement by the Design-Builder that the joint venture is a newly formed entity and has no prior experience on any previous design-build projects.
2. The Design-Builder shall be able to meet all the financial requirements as provided for under Section 2.1-A, for all project component costs, including land acquisition costs.

Number of Step 1 Proposals Received: Four.

Name of Proposer(s): Please refer to the attached List of Respondents (LOR) dated 12/28/2010.

Four proposals were received for Step 1 (please refer to the attached List of Respondents). The CSC evaluated and scored the respondents based upon the four criteria denoted in the attached Step 1 Ranking Report and found the four respondents to be qualified. The CSC motioned to invite the four respondents to submit a technical and price proposal for Step 2.

Step 1 Results: See attached Step 1 Ranking Report.

Step 1 Disparities: During the Step 1 meeting, there was only one disparity identified by CSC member Leandro Oña for Criteria 4A Amount of Work Awarded and Paid by the County, for the Trans Florida Development Corp. team. Per Administrative Order 3-39, the Non-Voting Chairperson asked CSC member Mr. Oña if he wanted to change or maintain his score. CSC member Leandro Oña decided to keep his score. See the disparity section on the attached Step 1 Ranking Report.

STEP 2:

On February 11, 2011 the Clerk of the Board (COB) received technical and price proposals from three out of the four short-listed firms advancing to Step 2 process; Redland de Moya JV, LLC, Conalvias USA, LLC and Central Florida Equipment Rentals, Inc. Trans Florida Development Corp., the unsolicited proposer, did not submit a Step 2 proposal.

Three technical proposals were evaluated and scored by the CSC during the March 09, 2011 Step 2 Oral Presentation's meeting. Each of the three proposers presented for 45 minutes follow by a question and answer session. Upon completion of the Step 2 scores by the CSC, the sealed envelopes containing the price proposals, Detailed Project Cost Schedule and bid guarantees were opened and read into the record.

The three price proposals received represented a better offer than the one received through the unsolicited proposer. Each Design-Builder's proposed price was divided by the total CSC's Step 2 scores, to obtain the Adjusted Bid. After the application of Local Preference the CSC motioned to recommend to the County Manager, for his further consideration as to the order of preference for negotiation of a design-build contract, the firms listed below in the Committee's order of suggested ranking.

Number of Step 2 Proposals Received: Three.

Name of Proposer(s): Please refer to the attached List of Respondents (LOR) dated 02/11/11.

Step 2 Results: See attached Step 2 Ranking Report.

Step 2 Disparities: There were no disparities during the Step 2 meeting.

Step 2 Non-Compliance: Trans Florida Development Corp. did not submit a Step 2 Technical and Price Proposal. Addendum #7, issued on February 01, 2011 indicated that failure to provide all the required Step 2 information may deem the proposal non-responsive.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests that the County Manager approve the following Negotiation Committee, for the purpose of negotiating a design-build contract, for this project, with the top ranked firm:

1. Leandro Oña, PWD
2. Marcos Redondo, PWD
3. Frank Aira, PWD

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Manager approve the selection of the following firms for negotiations, in the following order of preference:

**RANKING OF RESPONDENTS
SELECTION FOR DESIGN BUILD NEGOTIATION
ONE AGREEMENT WITH A 27% CBE, 19% CSBE and 13.10 CWP GOALS**

1. Central Florida Equipment Rentals, Inc.

The following teams will serve as the alternates:

2. Redland de Moya JV, LLC
3. Conalvias USA, LLC

Page Five (5)
Negotiations Authorization
Miami-Dade Public Works Department
OCI Project No. UP10-PW-01 PTP

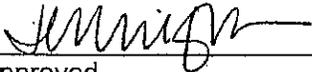
Pursuant to the Code of Silence Legislation included in the Conflict of Interest and Code of Ethics Ordinance and Section 2-11.1 of the County Code, the County Mayor, or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Selection Committee's recommendation.
- When the County Mayor or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the Board of County Commission for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:



Approved Date
Jennifer Glazer-Moon, Special Assistant /
Director, OSBM

Not Approved Date
Jennifer Glazer-Moon, Special Assistant /
Director, OSBM

Attachments:

1. List of Respondents - 12/28/2010
2. Step 1 Ranking Report
3. List of Respondents - 02/11/2011
4. Step 2 Ranking Report

c: Clerk of the Board of County Commissioners
Ysela Llort, Assistant County Manager
George Navarrete, Director, OCI
Esther Calas, PWD
Luisa Millan, Chief, Professional Services Division, OCI
Competitive Selection Committee



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS

OCI Project Name: Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, From US-1 to SW 200 St

OCI Project No.: UP10-PW-01PTP

Measures: 27% CBE, 19%CSBE & 13.10 CWP

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: ~~12/28/2010~~

Submittal No: 1

Prime Name: CONALVIAS USA, LLC

Trade Name:

Prime Local Preference: No

FEIN No.: 272587735

Subs Name	Trade Name	Subs FEIN No.
a. CIVIL WORKS, INC.		650673629
b. LOCKWOOD, ANDREWS & NEWNAM, INC.		741381591
c. FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE)		650183924
d. G & A CONSULTING ENGINEERS, INC.		650731850
e. MEDIA RELATIONS GROUP, LLC		200118620
f. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
g. MANUEL G. VERA & ASSOCIATES, INC.		591741639
h. GEOSOL, INC.		650997886
i. C.A.P. ENGINEERING, INC.		204590441
j. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
k. CYRIACKS ENVIRONMENTAL CONSULTING SERVICES, INC.		900106680
l. TIERRA SOUTH FLORIDA, INC		200282450
m. TALLY ENGINEERING, INC.		650372419
n. EPTISA ENGINEERING, INC.		711052837
o. JANUS RESEARCH, INC.		591913512

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MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: UP10-PW-01PTP
Measures: 27% CBE, 19%CSBE & 13.10 CWP
Number of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 12/28/2010

Submittal No: 2
Prime Name: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 591782227

Subs Name	Trade Name	Subs FEIN No.
a. NEW MILLENNIUM DESIGN CONSULTANTS, INC.		204809247
b. EBS ENGINEERING, INC.		650492113
c. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
d. E SCIENCES, INCORPORATED		593667002
e. MANUEL G. VERA & ASSOCIATES, INC.		591741639
f. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
g. GENERAL ASPHALT CO., INC.		591115297
h. HI-TECH CONCRETE, INC.		650389623
i. HIGH TECH STRIPING, INC.		650807552

Submittal No: 3
Prime Name: REDLAND DE MOYA JV, LLC
Trade Name:
Prime Local Preference: No
FEIN No.: 274271633

Subs Name	Trade Name	Subs FEIN No.
a. CONSUL-TECH ENTERPRISES, INC.		262443104
b. BOTAS ENGINEERING, INC.		650670569
c. ALVAREZ ENGINEERS, INC.		650582490
d. HR ENGINEERING SERVICES, INC.		650849633
e. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
f. E SCIENCES, INCORPORATED		593667002
g. ROSS ENGINEERING, INC.		450500482
h. CES CONSULTANTS, INC.		650792884
i. FLORIDA ACQUISITION & APPRAISAL, INC		593331947
j. UNIVERSAL ENGINEERING SCIENCES, INC.		591117804

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MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: UP10-PW-01PTP

Measures: 27% CBE, 19%CSBE & 13.10 CWP

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 12/28/2010

Submittal No: 4

Prime Name: TRANS FLORIDA DEVELOPMENT CORP.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 650635186

Subs Name	Trade Name	Subs FEIN No.
a. CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.	C3TS	650039493
b. BCC ENGINEERING, INC.		650540100
c. HADONNE CORP.		651089850
d. GEOSOL, INC.		650997886
e. CES CONSULTANTS, INC.		650792884
f. ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER DESIGN	DBA ROSENBERG GARDNER DESIGN	650410637
g. GLASS LAND ACQUISITION SERVICE SPECIALISTS, INC.		650577417
h. GALLAHER & BIRCH, INC.		591156228
i. WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.		208112403

STEP 1 MEETING
JANUARY 18, 2011

MIAMI-DADE PUBLIC WORKS DEPARTMENT
UNSOLICITED PROPOSAL FOR DESIGN, BUILD AND FINANCE OF THE PTP SW 187TH
AVENUE, FROM US-1 TO SW 200 STREET

OCT PROJECT NO. 10910-PW-01 PTP

STEP 1 FINAL TABULATION SHEET

FIRM NAME (SEE LIST)	COMPETITIVE SELECTION COMMITTEE										TOTAL	SYSTEM RANKING	TOTAL	FINAL RANK	
	Chairman	Members	Chairman	Members	Chairman	Members	Chairman	Members	Chairman	Members					
1. QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT (Max: 25 Points)	38	43	40	47	45	315	48	39	57						
2. KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS (Max: 25 points)	13	23	20	23	20	100	20	13	21						
3. PAST PERFORMANCE OF THE FIRMS (Max: 25 points)	15	19	14	18	18	85	17	11	21						
4. AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY (Max: 25 points)	3	3	1	1	3	11	1	1	3						
5. CENTRAL FLORIDA EQUIPMENT RENTALS, INC. (CFE)	71	88	75	89	86										
6. QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT (Max: 25 Points)	39	46	35	43	43	206	41	28	55						
7. KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS (Max: 25 points)	15	23	20	21	18	97	19	13	26						
8. PAST PERFORMANCE OF THE FIRMS (Max: 25 points)	16	17	15	16	12	76	15	10	20						
9. AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY (Max: 25 points)	4	4	3	5	5	21	4	3	6						
10. MIAMI-DADE COUNTY	74	80	70	85	78										
11. QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT (Max: 25 Points)	45	48	40	46	35	214	43	29	57						
12. KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS (Max: 25 points)	11	25	20	22	15	103	21	14	27						
13. PAST PERFORMANCE OF THE FIRMS (Max: 25 points)	17	19	14	17	10	77	15	10	20						
14. AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY (Max: 25 points)	4	5	3	4	4	20	4	3	5						
15. MIAMI-DADE COUNTY	87	97	77	89	84										
16. FRANK HANCOCK DEVELOPMENT CORPORATION															
17. QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT (Max: 25 Points)	43	47	40	45	40	215	45	29	57						
18. KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS (Max: 25 points)	20	24	15	23	15	94	19	13	25						
19. PAST PERFORMANCE OF THE FIRMS (Max: 25 points)	17	18	16	17	15	83	17	11	22						
20. AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY (Max: 25 points)	3	3	2	1	1	9	2	1	3						
21. MIAMI-DADE COUNTY	83	91	70	85	77										

ABC Consultant Selection Coordinator / Mike Roman

100 S. Canal Parkway



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, From US-1 to SW 200 St

OCI Project No.: UP10-PW-01PTP

Measures: 27% CBE, 19%CSBE & 13.10 CWP

Number of Agreements: 1

Contract-Type: DESIGN BUILD

Submittal Date: ~~02/17/2011~~

Submittal No: 1

Prime Name: REDLAND DE MOYA JV, LLC

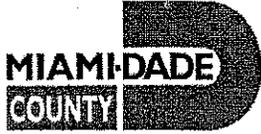
Trade Name:

Prime Local Preference: No

FEIN No.: 274271633

Subs Name	Trade Name	Subs FEIN No.
a. CONSUL-TECH ENTERPRISES, INC.		262443104
b. BOTAS ENGINEERING, INC.		650670569
c. ALVAREZ ENGINEERS, INC.		650582490
d. HR ENGINEERING SERVICES, INC.		650849633
e. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
f. E SCIENCES, INCORPORATED		593667002
g. ROSS ENGINEERING, INC.		450500482
h. CES CONSULTANTS, INC.		650792884
i. FLORIDA ACQUISITION & APPRAISAL, INC		593331947
j. UNIVERSAL ENGINEERING SCIENCES, INC.		591117804
k. HI-TECH CONCRETE, INC.		650389623
l. DARLEY CONSTRUCTION CO.		650508374
m. SIGNAL MAINTENANCE, INC		592723092
n. STATEWIDE MAINTENANCE/STRIPING, INC.		204802403

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**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS

OCI Project No.: UP10-PW-01PTP

Measures: 27% CBE, 19%CSBE & 13.10 CWP

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 02/11/2011

Submittal No: 2

Prime Name: CONALVIAS USA, LLC

Trade Name:

Prime Local Preference: No

FEIN No.: 272587735

Subs Name	Trade Name	Subs FEIN No.
a. CIVIL WORKS, INC.		650673629
b. LOCKWOOD, ANDREWS & NEWNAM, INC.		741381591
c. FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE)		650183924
d. G & A CONSULTING ENGINEERS, INC.		650731850
e. MEDIA RELATIONS GROUP, LLC		200118620
f. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
g. MANUEL G. VERA & ASSOCIATES, INC.		591741639
h. GEOSOL, INC.		650997886
i. C.A.P. ENGINEERING, INC.		204590441
j. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
k. CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC		900106680
l. TIERRA SOUTH FLORIDA, INC		200282450
m. EPTISA ENGINEERING, INC.		711052837
n. JANUS RESEARCH, INC.		591913512
o. ROBERTS TRAFFIC MARKING CORP.		592395051
p. FLORIDA PAVING & TRUCKING, INC.		650335490
q. UNITED SIGNAL, INC.		263229628

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**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS

OCI Project No.: UP10-PW-01PTP

Measures: 27% CBE, 19%CSBE & 13.10 CWP

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 02/11/2011

Submittal No: 3

Prime Local Preference: Yes

Prime Name: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.

FEIN No.: 591782227

Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. NEW MILLENNIUM DESIGN CONSULTANTS, INC.		204809247
b. EBS ENGINEERING, INC.		650492113
c. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
d. E SCIENCES, INCORPORATED		593667002
e. MANUEL G. VERA & ASSOCIATES, INC.		591741639
f. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
g. GENERAL ASPHALT CO., INC.		591115297
h. HI-TECH CONCRETE, INC.		650389623
i. HIGH TECH STRIPING, INC.		650807552
j. MAYTIN ENGINEERING CORP.		364509634
k. BARREIRO CONSTRUCTION CORP		592806478

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**MIAMI-DADE COUNTY
EVALUATION DESIGN-BUILD SERVICES**

UNSOLICITED PROPOSAL FOR DESIGN, BUILD AND FINANCE OF THE PTP SW 137 AVENUE FROM US-1 TO SW 200 STREET

**PROJECT NO. UPI0-PW-01 PTP
STEP 2 MEETING
March 9, 2011**

STEP 2 FINAL RANKING

FIRMS	PRICE PROPOSAL	TOTAL QUALITATIVE POINTS	ADJUSTED BID	SYSTEM RANK	TIE BREAKERS	LP RANGE	LP RANK	FINAL RANK
CONALYNAS USA, LLC	\$15,436,462.00	418	36,996.43	3	N/A	38,776	3	3
CENTRAL FLORIDA EQUIPMENT RENTALS, INC. (LP)	\$13,238,227.00	390	31,995.45	2	N/A	35,695	1	1
REDLAND DE MOYA JV, LLC	\$14,863,710.00	459	32,382.81	1	N/A	34,002	2	2
LP - Local Preference								
CSC - Competitive Selection Committee								
TOTAL PRICE = ADJUSTED BID								
FINAL SCORE								

A&E Coordinator - Mike Ramos
Non-Voting Committee Chairperson

STRATEGIC AREA: Transportation
 DEPARTMENT: Public Works

***** FUNDED PROJECTS *****
 (dollars in thousands)

WIDEN SW 137 AVENUE FROM HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) TO US-1

PROJECT # 601910

DESCRIPTION: Widen road from two lanes to four lanes on one mile of roadway

LOCATION: SW 137 Ave from HEFT to US-1
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 8, 9
 DISTRICT(S) SERVED: 8, 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
People's Transportation Plan Bond Program	779	3,500	5,500	0	0	0	0	0	9,779
Charter County Transit System Surtax	13	0	0	0	0	0	0	0	13

TOTAL REVENUE:	792	3,500	5,500	0	0	0	0	0	9,792
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EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Planning and Design	517	0	0	0	0	0	0	0	517
Construction	275	3,500	5,500	0	0	0	0	0	9,275

TOTAL EXPENDITURES:	792	3,500	5,500	0	0	0	0	0	9,792
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WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET

PROJECT # 604990

DESCRIPTION: Widen road from two to four lanes on three miles of roadway

LOCATION: SW 137 Ave from US-1 to SW 184 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
 DISTRICT(S) SERVED: 8, 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
People's Transportation Plan Bond Program	510	1,389	7,832	7,000	5,000	0	0	0	21,731
Charter County Transit System Surtax	14	0	0	0	0	0	0	0	14

TOTAL REVENUE:	524	1,389	7,832	7,000	5,000	0	0	0	21,745
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EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Planning and Design	524	389	0	0	0	0	0	0	913
Construction	0	1,000	7,832	7,000	5,000	0	0	0	20,832

TOTAL EXPENDITURES:	524	1,389	7,832	7,000	5,000	0	0	0	21,745
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WIDEN SW 184 STREET FROM SW 137 AVENUE TO SW 147 AVENUE

PROJECT # 6038241

DESCRIPTION: Widen road from two lanes to four lanes on one mile of roadway

LOCATION: SW 184 St from SW 137 Ave to SW 147 Ave
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
 DISTRICT(S) SERVED: 8

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Road Impact Fees	3,700	2,385	0	0	0	0	0	0	6,085

TOTAL REVENUE:	3,700	2,385	0	0	0	0	0	0	6,085
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EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	3,700	2,385	0	0	0	0	0	0	6,085

TOTAL EXPENDITURES:	3,700	2,385	0	0	0	0	0	0	6,085
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BUDGET PROJECT 604990 - (As per 2010-2011 Approved Budget)

Project Title: 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET

Project Desc: Widen road from two to four lanes on three miles of roadway

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Charter County Transi	14,000	0	0	0	0	0	0	0	14,000
People's Transportati	510,000	1,389,000	7,832,000	7,000,000	5,000,000	0	0	0	21,731,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
73348 - SW 137TH AVE and S DIXIE HWY	309,000	304,000	7,400,000	7,000,000	5,000,000	1,732,000	0	0	21,745,000

Desc: WIDEN SW 137 Avenue, from US-1 to SW 200 Street

	05-06-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
CIIS Proposed RV:	2	0	0	14,000	185,000	110,000	304,000	7,400,000	7,000,000	5,000,000	1,732,000	0	0	0	21,745,000.00
CIIS Proposed MS:	3	0	0	14,000	185,000	110,000	304,000	7,400,000	7,000,000	5,000,000	1,732,000	0	0	0	21,745,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 604990

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
PW	<u>20040343</u>	SW 137 Avenue, from US-1 to SW 200 Street	\$15,000.00	\$0.00	\$702,096.30
PW	<u>20040343</u>	SW 137 Avenue, from US-1 to SW 200 Street	\$590,000.00	\$0.00	\$702,096.30
PW	<u>20040343</u>	SW 137 Avenue, from US-1 to SW 200 Street	\$145,000.00	\$0.00	\$702,096.30
PW	<u>20040343</u>	SW 137 Avenue, from US-1 to SW 200 Street	\$0.00	\$702,096.30	\$702,096.30
PW	<u>20090003</u>	Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street	\$18,991,135.00	\$0.00	\$13,258,227.00

PW	<u>20090003</u>	<u>Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street</u>	<u>\$0.00 \$18,991,135.00 \$13,258,227.00</u>
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Total Allocated: \$19,741,135.00 \$19,693,231.30

Current Contracts for Sites of Project 604990

(Theses contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
PW	#73348	20040343	\$702,096.30
PW	#73348	<u>20090003</u>	<u>\$21,301,135.00</u>
Total Allocated:			\$22,003,231.30

Search for Site Number
Search for Budget Project Number

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum



Date: October 5, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Request to Advertise a Project Originally Received as an Unsolicited Proposal for Design, Build and Finance of the People's Transportation Plan (PTP) Project Entitled SW 137 Avenue, from US-1 to SW 200 Street (Project No. UP10-PW-01 PTP; Contract No. 20090003)

Agenda Item No. 8(P)(1)(Q)

Resolution No. R-1001-10

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve this request to advertise pursuant to Ordinance No. 08-79 which establishes procedures for the evaluation, development and publication of unsolicited proposals for County contracts. On June 10, 2010, the County received the final Offer Term Sheet for an unsolicited proposal for the design, build and finance of SW 137 Avenue, from US-1 to SW 200 Street. Public Works Department (PWD) staff reviewed and determined that the proposal is viable as it is currently programmed in the 2009-2010 Resource Allocation and Multi-Year Capital Plan, but will be funded with future PTP Bond Proceeds.

Scope

PROJECT NAME: Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street

PROJECT NO: UP10-PW-01 PTP

CONTRACT NO: 20090003

PROJECT DESCRIPTION: Design, construct and finance a roadway that connects from the existing intersection of SW 137 Avenue and SW 200 Street to the existing intersection of US-1/SR 5 and SW 137 Avenue, and all required transitions. A complete, functional, satisfactory and certified road construction project shall be provided.

Proposer shall perform all required work for the construction of a new two (2) lane roadway on a straight alignment along one side of the right-of-way which will include, but is not limited to: sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, standard roadway lighting system, bicycle facilities, landscaping, a bridge crossing over Canal C-102, a bridge/culvert crossing at Canal C-102N, filling of the borrow pit at SW 240 Street within the right-of-way limits, obtain all required permits, negotiate and acquire on behalf of the County any and all required right-of-way to achieve 110 feet wide section for the future widening to a six (6) or four (4) lane divided road. The total length of this project is approximately 3.2 miles.

Proposer shall provide land acquisition services anticipated to include the following: preparation of a right-of-way acquisition program (to be submitted with proposal), preparation of a right-of-way map, parcel survey and legal descriptions, conveyance documents, negotiations for parcel acquisition on behalf of the County with individual property owners, title search and appraisals. The Proposer, as part of their proposal, shall identify all parcels that will be acquired at no cost; all parcels that are willing sellers and anticipated costs; all parcels that need to be acquired under eminent domain and anticipated costs.

Proposer shall provide design related services anticipated to include, but not limited to the following: performing preliminary design analysis; site investigations; maintenance of traffic; hydraulic analysis; coordination with utilities, municipalities, roadway agencies, other professional firms and the neighboring community; preparation of design reports, preparation of drawings, contract and construction specifications; provide construction inspections, certifications and as-built drawings; prepare and implement a Public Information Plan; apply, obtain, pay for all permits (excluding Miami-Dade County Public Works Department permit fee), and respond as necessary to obtain all required permits.

The Proposer shall submit a detailed project schedule (to be submitted with proposal) denoting all tasks including, but not limited to, design, permitting, land acquisition, and construction. Proposer shall submit a financing plan (to be submitted with proposal) denoting all costs associated therewith. Proposer shall finance all project costs and will be reimbursed at successful completion of project, after County accepts the project as complete.

Proposer shall provide construction related services anticipated to include, but not limited to the following: furnish all required materials, labor and equipment to construct the roadway and all appurtenances; relocating all required existing utilities; clearing and grubbing the site; providing the removal and legal disposal of all unsuitable material; furnishing traffic control; providing construction engineering inspection (CEI); implementing American Disability Act (ADA); implementing the Public Information Plan; restoring the impacted areas to an equal or better condition as required by permits and/or regulatory agencies; and all other appurtenant and miscellaneous items and work for a complete, functional roadway.

It is the County's intent to obtain a complete, functional, satisfactory and certified project and any items of labor, equipment or materials which may be necessary to accomplish this shall be supplied whether or not specifically denoted.

PROJECT LOCATION:

SW 137 Avenue, from US-1 to SW 200 Street

PROJECT SITES:

<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
#73348	SW 137TH AVE and S DIXIE HWY	8	\$21,301,135.00	56-27-39

K 94

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson
APPROVAL PATH: Board of County Commissioners
OCI A&E PROJECT NUMBER: UP10-PW-01 PTP
USING DEPARTMENT: Public Works Department
MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

FUNDING SOURCE: PTP revenues, including but not limited to the Charter County Transit System Sales Surtax, financing proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract, like all PTP contracts, will not be awarded without oversight of the Citizens' Independent Transportation Trust (CITT). The proposed improvements qualify under the allowable work categories included in the PTP Major Highway and Roadway Improvements Section. This site-specific project is included in the PTP Ordinance under the Board Requested Projects in Commission District 8.

Proposer shall finance all project costs and will be reimbursed at successful completion of project, after County accepts the project as complete.

PTP FUNDING: Yes
GOB FUNDING: No
ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>RTA ESTIMATE</u>
607930 - RIGHTS-OF-WAY ACQUISITION FOR CONSTRUCTION PROJECTS IN COMMISSION DISTRICT 08 Book Page: 78 Funding Year: Adopted Capital Budget Book for FY 2009-2010, FY 2009-2010 Funds.	\$2,310,000.00
604990 - WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET Book Page: 85 Funding Year: Adopted Capital Budget Book for FY 2009-2010, Prior Years' Funds through FY 2011-2012.	\$18,991,135.00
CAPITAL BUDGET PROJECTS TOTAL:	<u>\$21,301,135.00</u>

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	3.02	HIGHWAY SYSTEMS - HIGHWAY DESIGN

B 95

- Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
- Other 3.03 HIGHWAY SYSTEMS - BRIDGE DESIGN
- Other 3.09 HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING,
AND CHANNELIZATION
- Other 3.10 HIGHWAY SYSTEMS - LIGHTING
- Other 3.11 HIGHWAY SYSTEMS - SIGNALIZATION
- Other 9.01 SOILS, FOUNDATIONS AND MATERIALS TESTING -
DRILLING, SUBSURFACE INVESTIGATIONS AND
SEISMOGRAPHIC SERVICES
- Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING -
GEOTECHNICAL AND MATERIALS ENGINEERING
SERVICES
- Other 9.03 SOILS, FOUNDATIONS AND MATERIALS TESTING -
CONCRETE AND ASPHALT TESTING SERVICES
- Other 10.01 ENVIRONMENTAL ENGINEERING - STORMWATER
DRAINAGE DESIGN ENGINEERING SERVICES
- Other 10.03 ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING
- Other 20.00 LANDSCAPE ARCHITECTURE

**SUSTAINABLE BUILDINGS
 ORDINANCE:**
 (I.O NO. 8-8)

Does the project qualify for compliance with the Sustainable Buildings
 Ordinance? NO

**ESTIMATED CONTRACT
 PERIOD:**

1095 Days. This agreement shall remain in full force and effect for three (3)
 years after its date of execution, subject to completion of agreed upon
 milestones.

**ESTIMATED CONTINGENCY
 PERIOD:**

0 Days.

**IG FEE INCLUDED IN BASE
 CONTRACT:**

Yes

ART IN PUBLIC PLACES:

No

BASE ESTIMATE:

\$21,301,135.00 Design, Construction and Financing: \$18,991,135.00;
 Land Acquisition: \$2,310,000.00

4 96

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	0%		
TOTAL DEDICATED ALLOWANCE:			\$0.00	
COST ESTIMATE:			\$21,301,135.00	

Track Record / Monitor

EXPLANATION: N/A - will be provided at the time of award.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes The Proposer shall have successfully completed at least two design-build roadway (with bridge component) projects of similar size and complexity within the last ten years.

The Proposer shall be able to post a bond, or provide a certified letter of credit, for all project component costs, including land acquisition costs.

REVIEW COMMITTEE: **MEETING DATE:** 3/31/2010 **SIGNOFF DATE:** 3/31/2010

RESPONSIBLE WAGES: Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>COMMENT</u>
	CSBE	19.00%	
	CBE	27.00%	
	CWP	11.80%	

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME / PHONE / EMAIL: Miguel Riera (305) 375-5820 rieram@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Raul Quintela (305) 375-3971 QRAUL@miamidade.gov

Background

BACKGROUND: This segment of roadway is included in the 137 Avenue Corridor Study sponsored by the Miami-Dade County Metropolitan Planning Organization (MPO) to evaluate the feasibility of making 137 Avenue the fourth north/south facility between Homestead and Central Miami-Dade. The project is also identified in the Transportation Improvement Program (TIP) and 2009-2010 Resource Allocation and Multi-Year Capital Plan.

5 97

On June 10, 2010, the County received the final Offer Term Sheet for an unsolicited proposal for the project described above. In determining whether to accept the Proposal, PWD consulted with the Office of Capital Improvements (OCI) regarding the evaluation criteria including whether the project is in the County's best interest, is the project funded and does the proposer have the financial, technical and management capabilities to successfully carry out the project.

PWD initiated the review and evaluation of the unsolicited proposal during which numerous questions, comments and concerns regarding the achievability and cost/benefits of this unsolicited proposal were forwarded and discussed with the Proposer, OCI and the County Attorney's Office. There were also various requests for clarification, additional information, and subsequent meetings pertaining to financing, land acquisition for right-of-way, scheduling, environmental permitting and mitigation, road and bridge cross-section and alignment. It was determined that the proposal met the criteria established by Ordinance No. 08-79. (See Exhibit "A" - attached).

On January 21, 2010, the BCC approved the design of the portion of SW 137 Avenue related to the unsolicited proposal. This contract was awarded to Kimley-Horn and Associates, Inc. (KHA). In the event that the unsolicited proposal has a respondent that has the financial, technical, and management capabilities to successfully carry out the project, PWD will conduct a review of the design process completed by KHA and ascertain the project's advancement and status. KHA is currently working on the Master Plan for SW 137 Avenue that will be used by the contractor that is awarded this project for the development of technical design and specifications.

The procedure established by Ordinance No. 08-79 requires the BCC to approve the recommendation to advertise for a competitive solicitation. If approved by the BCC, the project will be advertised with a 90 day response period. Each proposal will be evaluated by a selection committee within 45 days after receipt and ranked on best-value criteria. The County will enter into negotiations with the top-ranked firm to arrive at a mutually satisfactory agreement. The award of the contract is contingent upon BCC approval. Additionally, this contract like all PTP contracts, will not be awarded without oversight of the CITT.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

<u>COMMITTEE MEMBER & TITLE</u>	<u>YEAR HIRED</u>	<u>GENDER / ETHNICITY</u>	<u>EDUCATION</u>	<u>PROFESSIONAL LICENSES</u>
Leandro Oña, P.E., Chief, Highway Division	2002	M/H	BSCE	Professional Engineer
Miguel Riera, P.E., Section Head, Plans, Review and Design	2003	M/H	BSCE	Professional Engineer
Marcos Redondo, P.E. Section Head, Bridge Engineering	2006	M/H	BSCE	Professional Engineer
Lana Moorey, P.E., Project Manager, Plans Review and Design	1994	W/W	BSCE	Professional Engineer

X 99

Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
Page 8

DEPARTMENT FINANCE:

Rob E. Toz 4/14/10
DEPT-FINANCE OFFICER: DATE:

INDEX CODES:

CPEPTP408US1 [Signature] 4/13/10

BUDGET APPROVAL
FUNDS AVAILABLE:

[Signature] 4/26/10
OSBM DIRECTOR DATE

95

CAPITAL
IMPROVEMENTS
CONCURRENCE:

[Signature] 7/1/10
OCI DIRECTOR DATE

[Signature]
ASSISTANT COUNTY MANAGER DATE

CLERK DATE

DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

[Signature] 5/7/10
COUNTY ATTORNEY DATE

ANY AWARD
* SUBJECT TO FUNDING AVAILABILITY
SUBSEQUENT TO LTA PAID.

8 100



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: October 5, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(Q)

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
- Ordinance creating a new board requires detailed County Manager'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

9 101

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(Q)
10-5-10

RESOLUTION NO R-1001-10

RESOLUTION APPROVING A REQUEST TO ADVERTISE A PROJECT RECEIVED AS AN UNSOLICITED PROPOSAL FOR DESIGN, BUILD AND FINANCE OF THE PEOPLE'S TRANSPORTATION PLAN (PTP) SW 137 AVENUE, FROM US-1 TO SW 200 STREET (PROJECT NO. UP10-PW-01 PTP; CONTRACT NO: 20090003)

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 this Board pursuant to Ordinance No. 08-79 hereby approves the Request to Advertise an unsolicited proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street, located within Commission District 8 (Project No. UP10-PW-01 PTP; Contract No: 20090003) in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to advertise the unsolicited proposal for and on behalf of Miami-Dade County, Florida.

10/102

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

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	aye	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *[Signature]*

Hugo Benitez

[Handwritten mark] 103

Exhibit "A"
Unsolicited Proposal submitted by
Trans Florida Development Corporation (TFD)
Acceptance Criteria

Project Name: Design, Build and Finance of PTP SW 137 Avenue, from US-1 to SW 200 Street

Pursuant to Ordinance No. 08-79 for an unsolicited proposal to be accepted and forwarded to the Board of County Commissioners for consideration, the following criteria must be met:

Section 1- The proposed Miami-Dade County project must be in the excess of \$15 million

- The estimated cost of this project is in excess of \$15 million

Section 3- There is a required initial processing fee of \$25,000.00

- The County has received the initial processing fee of \$25,000.00 from TFD

Section 6- The proposed project must meet the following 12 factors for acceptance:

1. The project must be in the public's best interest.
 - The accelerated completion of this project would take advantage of current declining construction costs and depressed land values. Additionally, since the construction of the portion of roadway would stimulate economic growth in the area, the expediting of the project in a depressed economy should induce a willingness on the part of some of the property owners to donate the land in exchange for having the road completed in an expedited manner.
2. The cost of the proposed project and its funding source.
 - The cost of the unsolicited proposal is estimated to be less than what is listed in the County's Capital Budget Multi Year Plan 2009-2012 due to current economic conditions.
 - The funding sources are listed in the Capital Budget/Multi-Year Plan 2009-2012 as follows: Project 604990-Widen SW 137 Avenue from US-1 to SW 200 Street. People's Transportation Plan (PTP)
3. State whether the proposed project may be accomplished through the use of County resources.
 - Currently PWD does not have the construction personnel and equipment to construct this complex project. However, PWD will provide design review and construction monitoring.

12 104

4. The need for the proposed project.
 - Currently there are only three continuous north/south corridors between the Homestead/Florida City area and Central Miami-Dade County. This project would facilitate making SW 137 Avenue the fourth north/south facility between Homestead and Central Miami-Dade County.
5. The scientific technical or socio-economic merits of the proposals.
 - By expediting the construction of these projects ahead of schedule, it will provide additional work to local firms during this difficult economic period.
6. The contribution of the proposal to the County's goals and objectives.
 - This unsolicited proposal meets the County's goals and objectives by ensuring uninterrupted service to the residents and visitors of Miami-Dade County as well as providing for future growth with safety for motorists and pedestrians.
7. The qualifications, technical and management capabilities and experience of the proposer considered as a whole and considered in terms of the legal entities who may compromise the proposer or who may be serving as subcontractor to the proposer.
 - The contractors and subcontractors listed in the unsolicited proposal have the required State and County licenses and certifications for this project. In addition, TFD is currently constructing a PWD roadway improvement and bridge replacement project. The primary engineering consultant, C3TS, has also successfully completed design work on several PWD roadway improvement projects.
8. The general reputation and financial condition of the proposer and its team members.
 - A letter from Nielson, Alter & Associates (NCI) stating that the contractor holds a credit rating of A (Excellent) was included in the unsolicited proposal.
9. The proposer's financial capacity to perform its obligations in the proposal contract.
 - See response to No. 8 above.
10. The financial viability and feasibility of the submitted proposal
 - Based on the current County's multi-year Capital Budget Plan and the financing provided by TFD, the proposal appears to have the required funding to complete this project. Once the competitive proposals are received, PWD will evaluate.

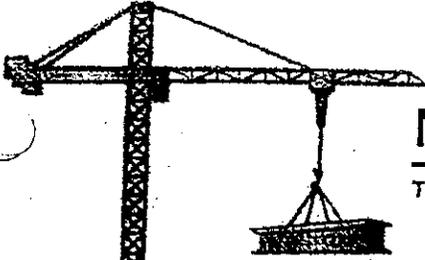
13105

11. The cost, if any, to the County to proceed with the implementation of the proposal.

- The implementation of this unsolicited proposal will not have any additional cost to the County other than what the proposal has been budgeted for in the Capital Budget Plan. It is anticipated that the County will save money by completing the project ahead of schedule under current economic conditions.

12. Any other information the County deems appropriate for such initial evaluation.

- The unsolicited proposal included sufficient level of information for the evaluation and acceptance of the proposal at this stage of the evaluation process.



NIELSON, ALTER & ASSOCIATES

NCI
NIELSON & COMPANY, INC.

THERE IS A DIFFERENCE...

November 24, 2008

*Miami Dade County
Miami, FL*

To Whom It May Concern:

Reference: *Trans Florida Development Corp. - Prequalification Letter for the Miami Dade County SW 137 Avenue Project*

Please be advised that we are the bonding agents for Trans Florida Development Corp. They are currently bonded with an A.M. Best's Rated A+/XIII surety company.

If requested to do so, we are in a position to consider bonding single projects of approximately \$25 million with an aggregate program of approximately \$60 million.

The letter is not an assumption of liability, nor is it a Bid or Performance and Payment Bond. It is issued only as a bonding reference requested by our client. Any surety credit issued would be based upon normal and standard underwriting criteria at the time of request.

I have had the opportunity to bond Trans Florida Development Corp. for many years. I can extend my highest recommendation on behalf of Trans Florida Development Corp. Over the many years that we have bonded this company, we have had nothing but positive feedback from the owners they work for and the subcontractors that work with them. Trans Florida Development Corp. is, without a question, one of the finest construction companies in Florida.

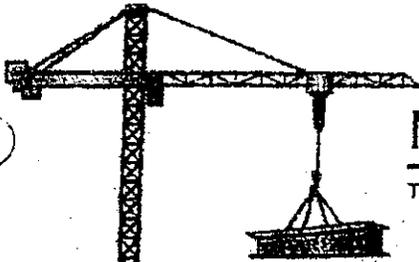
PROVIDING BONDS FOR THE CONSTRUCTION INDUSTRY

8000 GOVERNORS SQUARE BLVD. • SUITE 101 • MIAMI LAKES, FL 33016 • DADE: 1800-557-2663 (BOND)

PHONE: (305) 722-2663 (BOND) • FAX: (305) 558-9650

WWW.NIELSONBONDS.COM

15 107



NIELSON, ALTER & ASSOCIATES

NCI
NIELSON & COMPANY, INC.

THERE IS A DIFFERENCE...

If you have any questions, please don't hesitate to advise me.

Very truly yours,

Charles J. Nielson
President

CJN/gp

*Cc: Attn: Jorge Corzo, P.E.
Corzo, Castella, Carballo, Thompson & Salman
Engineers, Architects and Planners
901 Ponce De Leon Blvd, Ste. 900
Coral Gables, FL 33134*

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PHONE: (305) 722-2663 (BOND) • FAX: (305) 558-9650

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MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY DIVISION

5/10/2010

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Project Description: UNSOLICITED PROPOSAL SW 137 AVENUE
PWD PROJECT No. 20090003

DATE:

ITEM	COST ESTIMATE	TOTAL JOB (%)
GENERAL CONSTRUCTION OPERATIONS		0.00%
CONTROL OF EROSION & WATER POLLUTION	9,332	0.05%
CLEARING & GRUBBING	1,421,117	7.86%
EARTHWORK	3,572,250	19.76%
REMOVAL OF SOLID WASTE MATERIAL	0	0.00%
BITUMINOUS SURFACE COURSES AND CONCRETE PAVEMENT	1,178,030	6.52%
DRAINAGE STRUCTURES & PIPES	3,334,571	18.45%
CONCRETE	1,331,000	7.36%
GUARDRAIL & FENCE	14,077	0.08%
SODDING & TREE RELOCATION	481,915	2.67%
IRRIGATION	-	0.00%
SIGNALIZATION	900,000	4.98%
PAVEMENT MARKING & SIGNAGE	180,000	1.00%
LIGHTING	1,800,000	9.96%
BRIDGE	1,410,000	7.80%
BASE ESTIMATED COST	15,632,292	
CONTINGENCY FUND (10%)	1,563,229	8.65%
SUBTOTAL	17,195,521	
MAINTENANCE OF TRAFFIC (MOT)(5%)	856,777	4.74%
OFF DUTY LAW ENFORCEMENT OFFICER	-	0.00%
BITUMINOUS MATERIAL ADJUSTMENT	50,000	0.28%
PWD PERMIT ALLOWANCES	50,000	0.28%
FPL CONNECTION ALLOWANCE	1,000	0.01%
GRAND TOTAL	\$ 18,078,135	100%

HA 109



Dept. of Small Business Development Project Worksheet

Project/Contract Title: UNSOLICITED PROPOSAL FOR DESIGN-BUILD-FINANCE FOR SW 137TH AVENUE FROM US-1 TO SW 200TH STREET (SSC #71) **RC Date:** 03/31/2010
Project/Contract No.: DP16PW-01 PTP (DESIGN) **Item No.:** 4-04
Department: PUBLIC WORKS DEPARTMENT **Funding Source:** PTP
Estimated Cost of Project/Bid: \$913,000.00 **Resubmittal Date(s):**
Description of Project/Bid: TO ESTABLISH A DESIGN-BUILD CONTRACT FOR THE DESIGN, CONSTRUCTION AND FINANCE OF A ROADWAY THAT COLLECTS WATER FROM THE EXISTING INTERSECTION OF SW 137TH AVE AND SW 200 STREET TO THE EXISTING INTERSECTION OF US-1 AND SW 137 AVE, AND ALL REQUIRED TRANSITIONS, PROVIDE A COMPLETE, FUNCTIONAL, SATISFACTORY AND COMPLETE ROAD CONSTRUCTION PROJECT IN COMPLIANCE WITH MIAMI-DADE PUBLIC WORKS DEPARTMENT STANDARDS

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	27.00%

Reasons for Recommendation

The project meets all the criteria set forth in A.D. 3-32, Section V

Funding Sources: People's Transportation Plan

A "Sun-ride" was considered for the design component of this solicitation, however, insufficient availability of CBE funds in Technical Categories 3.03, 9.03, and 10.03 precluded such a measure.

SIC 831 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Substrate	Cat.	Estimated Value	% of Items to Base Bid	Availability
ENVIRONMENTAL ENG STORMWATER DRAINAGE DESIGN SERV	CBE	\$45,910.00	7.00%	10
GENERAL STRUCTURAL ENGINEERING	CBE	\$18,260.00	2.00%	10
HIGHWAY SYSTEMS-LIGHTING	CBE	\$36,520.00	4.00%	7
HIGHWAY SYSTEMS-SIGNING PAVEMENT MARKING CHANNEL SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$91,800.00	10.00%	7
Total		\$246,510.00	27.00%	

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO
 Responsible Wages: YES NO Building: YES NO

Definition #9-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier I Set Aside _____

Set Aside Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 27% CBE Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

 Review Committee _____ Date 3/31/10 County Manager - Design 3/31/10

18/10



Dept. of Small Business Development Project Worksheet

Project/Contract Title: UNSOLICITED PROPOSAL FOR DESIGN-BUILD-FINANCE FOR SW 137TH AVENUE FROM US-1 TO SW 200TH STREET (SIC 16)
 Project/Contract No: UP10-PW-01 PTP (BUILD) Funding Source: RC Date: 03/31/2010
 Department: PUBLIC WORKS DEPARTMENT Item No: 4-03
 Estimated Cost of Project/Bid: \$20,556,877.00 Resubmittal Date(s):

Description of Project/Bid: TO ESTABLISH A DESIGN-BUILD CONTRACT IN WHICH THE CONSTRUCTION CONSISTS OF A NEW TWO (2) LANE ROADWAY WHICH WILL INCLUDE, BUT IS NOT LIMITED TO SIDEWALKS, CURB AND GUTTER, CONTINUOUS STORM DRAINAGE SYSTEM, SIGNALIZATION, PAVEMENT MARKINGS AND SIGNING, STANDARD PLERWAY LIGHTING SYSTEM, BICYCLE FACILITIES, A BRIDGE CROSSING OVER CANAL C-102, A CULVERT CROSSING AT CANAL GARDEN, FELLING OF THE BROWDPAT AT SW 200 STREET WITHIN THE RIGHT OF WAY LIMITS. THE TOTAL LENGTH OF THIS PROJECT IS APPROXIMATELY 0.5 MILES

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	19.00%
Workforce Goal	CWP	11.80%

Reasons for Recommendation

An analysis of the factors contained in Section VII C of Administrative Order 3-22 indicate that a goal is appropriate in the trades of drainage structures and pipes (Site Preparation Contractors) and pavement marking and signage (Highway, Street, and Bridge Construction).

The Designated Target Areas (DTAs) applicable for this procedure are the South Enterprise Zone, Perrine Focus Area, and the South Miami Heights CDBG

CWP Estimated Workforce: 4

CWP Workforce Recommendation: 5

CWP Designated Target Areas: CDBG Eligible Block Groups, Focus Areas, Enterprise Zones

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Highway, Street, and Bridge Construction	CSBE	\$195,290.23	0.95%	58
Site Preparation Contractors	CSBE	\$3,677,623.30	17.89%	223
Total		\$3,872,913.53	18.84%	

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO
 Responsible Wages: YES NO Building: YES NO

Ordinance 90-243 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside

Set Aside

Level 1

Level 2

Level 3

Trade Set Aside (MCC)

Goal

19% CSBE / 11.8% CWP

Bid Preference

No Measure

Deferred

Selection Factor

Chairperson, Review Committee

3/31/10
Date

County Manager Designee

3/31/10
Date

19 111

STRATEGIC AREA: Transportation
 DEPARTMENT: Public Works

***** FUNDED PROJECTS *****
 (dollars in thousands)

RECONSTRUCTION OF SW 62 AVENUE FROM SW 64 STREET TO SW 70 STREET PROJECT # 601610

DESCRIPTION: Narrow five lanes to two lanes on 0.5 miles of roadway

LOCATION: SW 62 Ave from SW 64 St to SW 70 St
 South Miami

DISTRICT LOCATED: 7
 DISTRICT(s) SERVED: 7

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Charter County Transit System Surtax	83	0	0	0	0	0	0	0	83
PTP Bond Program	121	1,500	1,143	0	0	0	0	0	2,764

TOTAL REVENUE:	204	1,500	1,143	0	0	0	0	0	2,847
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EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	187	0	0	0	0	0	0	0	187
Construction	17	1,500	1,143	0	0	0	0	0	2,660

TOTAL EXPENDITURES:	204	1,500	1,143	0	0	0	0	0	2,847
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RIGHTS-OF-WAY ACQUISITION FOR CONSTRUCTION PROJECTS IN COMMISSION DISTRICT 07 PROJECT # 603400

DESCRIPTION: Acquire rights-of-way for construction projects in District 7

LOCATION: Various Sites
 Various Sites

DISTRICT LOCATED: 7
 DISTRICT(s) SERVED: 7

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
PTP Bond Program	1,594	9,606	0	0	0	0	0	0	11,200

TOTAL REVENUE:	1,594	9,606	0	0	0	0	0	0	11,200
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EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Land/Bldg. Acquisition	1,594	9,606	0	0	0	0	0	0	11,200

TOTAL EXPENDITURES:	1,594	9,606	0	0	0	0	0	0	11,200
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RIGHTS-OF-WAY ACQUISITION FOR CONSTRUCTION PROJECTS IN COMMISSION DISTRICT 08 PROJECT # 607930

DESCRIPTION: Acquire rights-of-way for construction projects in District 8

LOCATION: Various Sites
 Various Sites

DISTRICT LOCATED: 8
 DISTRICT(s) SERVED: 8

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Charter County Transit System Surtax	17	0	0	0	0	0	0	0	17
PTP Bond Program	35	2,687	150	812	0	0	0	0	3,684

TOTAL REVENUE:	52	2,687	150	812	0	0	0	0	3,701
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EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Land/Bldg. Acquisition	52	2,687	150	812	0	0	0	0	3,701

TOTAL EXPENDITURES:	52	2,687	150	812	0	0	0	0	3,701
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20 112

BUDGET PROJECT 607930 - (As per 2009-2010 Approved Budget)

Project Title: 607930-RIGHTS-OF-WAY ACQUISITION FOR CONSTRUCTION PROJECTS IN COMMISSION DISTRICT 08

Project Desc: Acquire rights-of-way for construction projects in District 8

	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
CDP Funding	52,000	2,687,000	150,000	812,000	0	0	0	0	3,701,000
CDP Exp	52,000	2,687,000	150,000	812,000	0	0	0	0	3,701,000

CDP Project Revenue

	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
CDP Revenue:									
Charter County Transi	17,000	0	0	0	0	0	0	0	17,000
People's Transportati	35,000	2,687,000	150,000	812,000	0	0	0	0	3,684,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
76078 - Right-of-Way Acquisition for Construction Projects	52,000	422,000	150,000	3,077,000	0	0	0	0	3,701,000

Desc: RIGHTS-OF-WAY ACQUISITION FOR CONSTRUCTION PROJECTS IN COMMISSION DISTRICT 08

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
10-11 OSBM RV:	2	0	0	17,000	35,000	422,000	150,000	3,077,000	0	0	0	0	0	0	0	3,701,000.00
10-11 OSBM MS:	2	0	0	17,000	35,000	422,000	150,000	3,077,000	0	0	0	0	0	0	0	3,701,000.00
CIIS RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
CIIS MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

Update Project

10-11 OSBM Book Report

Add GEO Coded Site

PROJECT SITES

SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 607930

Dept	ContractNo	Contract Name	RTA / MCC Award / MCC Estimated Allocation	MCC Award Allocation	CIIS Award
PW	20090003	Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street	\$2,310,000.00	\$0.00	\$0.00

There are no Contracts for Sites of Project 607930

Search for Site Number
Search for Budget Project Number

2/113

STRATEGIC AREA: Transportation
 DEPARTMENT: Public Works

***** FUNDED PROJECTS *****
 (dollars in thousands)

WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET

PROJECT # 604990

DESCRIPTION: Widen road from two to four lanes on three miles of roadway

LOCATION: SW 137 Ave from US-1 to SW 184 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
 DISTRICT(s) SERVED: 8, 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Charter County Transit System Surtax	14	0	0	0	0	0	0	0	14
PTP Bond Program	899	0	13,000	8,341	0	0	0	0	22,240
TOTAL REVENUE:	913	0	13,000	8,341	0	0	0	0	22,254
EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	913	0	0	0	0	0	0	0	913
Construction	0	0	13,000	8,341	0	0	0	0	21,341
TOTAL EXPENDITURES:	913	0	13,000	8,341	0	0	0	0	22,254

WIDEN SW 160 STREET FROM SW 137 AVENUE TO SW 147 AVENUE

PROJECT # 603190

DESCRIPTION: Widen roadway from two lanes to four lanes on one mile of roadway

LOCATION: SW 160 St from SW 137 Ave to SW 147 Ave
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(s) SERVED: 8, 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Charter County Transit System Surtax	93	0	0	0	0	0	0	0	93
PTP Bond Program	6,252	1,595	0	0	0	0	0	0	7,847
TOTAL REVENUE:	6,345	1,595	0	0	0	0	0	0	7,940
EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	449	0	0	0	0	0	0	0	449
Construction	5,896	1,595	0	0	0	0	0	0	7,491
TOTAL EXPENDITURES:	6,345	1,595	0	0	0	0	0	0	7,940

WIDEN SW 162 AVENUE FROM SW 48 TERRACE TO SW 47 STREET (EDEN LAKES)

PROJECT # 602360

DESCRIPTION: Widen from 2 to 4 lanes

LOCATION: SW 162 Ave from SW 48 Terr to SW 47 St
 Road Impact Fee District 5

DISTRICT LOCATED: 11
 DISTRICT(s) SERVED: 11

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Road Impact Fees	1,000	600	0	0	0	0	0	0	1,600
TOTAL REVENUE:	1,000	600	0	0	0	0	0	0	1,600
EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	1,000	600	0	0	0	0	0	0	1,600
TOTAL EXPENDITURES:	1,000	600	0	0	0	0	0	0	1,600

22 114

BUDGET PROJECT 604990 - (As per 2009-2010 Approved Budget)

Project Title: 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET

Project Desc: Widen road from two to four lanes on three miles of roadway

	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
CDP Funding	913,000	0	13,000,000	8,341,000	0	0	0	0	22,254,000
CDP Exp	913,000	0	13,000,000	8,341,000	0	0	0	0	22,254,000

CDP Project Revenue

CDP Revenue:	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
Charter County Transi	14,000	0	0	0	0	0	0	0	14,000
People's Transportati	899,000	0	13,000,000	8,341,000	0	0	0	0	22,240,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
73348 - SW 137TH AVE and S DIXIE HWY	199,000	325,000	1,389,000	7,832,000	7,000,000	5,000,000	0	0	21,745,000

Desc: WIDEN SW 137 Avenue, from US-1 to SW 200 Street

	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
10-11 OSBM RV:	2	0	0	14,000	185,000	325,000	1,389,000	7,832,000	7,000,000	5,000,000	0	0	0	0	21,745,000.00
10-11 OSBM MS:	3	0	0	14,000	185,000	325,000	1,389,000	7,832,000	7,000,000	5,000,000	0	0	0	0	21,745,000.00
CIIS RV:	2	0	0	171,000	742,000	0	13,000,000	8,341,000	0	0	0	0	0	0	22,254,000.00
CIIS MS:	6	0	0	0	14,000	500,000	1,367,343	1,020,000	9,330,000	9,300,000	722,657	0	0	0	22,254,000.00

Update Project

10-11 OSBM Book Report

CIIS Book Report

Add GEO Coded Site

PROJECT SITES

SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 604990

Dept	ContractNo	Contract Name	RTA / MCC Award / MCC Estimated Allocation	MCC Award Allocation	CIIS Award
PW	20040343	SW 137 Avenue, from US-1 to SW 200 Street	\$15,000.00	\$0.00	\$702,096.30
PW	20040343	SW 137 Avenue, from US-1 to SW 200 Street	\$590,000.00	\$0.00	\$702,096.30
PW	20040343	SW 137 Avenue, from US-1 to SW 200 Street	\$145,000.00	\$0.00	\$702,096.30
PW	20040343	SW 137 Avenue, from US-1 to SW 200 Street	\$0.00	\$702,096.30	\$702,096.30

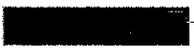
23/115

PW	20090003	Street Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street	\$18,991,135.00	\$0.00	\$0.00
			Total Allocated: \$19,741,135.00 \$702,096.30		

Current Contracts for Sites of Project 604990

(These contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
PW	#73348	20040343	\$702,096.30
PW	#73348	20090003	\$21,301,135.00
Total Allocated:			\$22,003,231.30



Search for Site Number
Search for Budget Project Number

24/116

**MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION IMPROVEMENT PROGRAM
PEOPLE'S TRANSPORTATION PLAN (PTP)**

Commission District 8

Katy Sorenson

PW000442 000442	Caribbean Boulevard SW 87 Avenue	1.75	Widening; 2 to 3 lanes Joint Participation Agreement with Town of Cutler Bay.	11,186	Activity /Phase	Funding Source	Proposed Funding (in \$000s)					
							2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	
					PE	PTP	1,000	0	0	0	0	0
					CST	PTP	0	5,000	5,186	0	0	0
PW000441 000441	Old Cutler Road SW 87 Avenue	1	Curb & Gutter, Traffic Operational Improv. Joint Participation Agreement with Town of Cutler Bay.	7,650	Activity /Phase	Funding Source	Proposed Funding (in \$000s)					
					PE	PTP	450	0	0	0	0	0
					CST	PTP	0	4,200	3,000	0	0	0
PW000320 000320a	PTP Neighborhood Improvements Right-of-Way		(See NOTE 1 below)		Activity /Phase	Funding Source	Proposed Funding (in \$000s)					
							7,230					
								1,205	1,205	1,205	1,205	0
PW000320a 000320a	Right-of-Way		Right-of-Way RAW Acquisition for Construction Projects	3,701	Activity /Phase	Funding Source	Proposed Funding (in \$000s)					
					RAW	PTP	2,687	150	812	0	0	0

27 119

NOTE 1: PTP NEIGHBORHOOD IMPROVEMENTS INCLUDE: Modifications of intersections; resurfacing of local and arterial roads; installation / repairs of guardrails; installation of school flashing signals, enhancement of greenways and bikeways, A.D.A. curb cuts / repairs, pavement markings, roadway lighting, traffic calming, traffic signals, and traffic sign replacement / repair. Such improvements also include replacement / repair of sidewalks, repair / installation of drainage and landscape beautification (including community image enhancements) related to the development, construction, operation or maintenance of roads and bridges in the County or to the expansion, operation or maintenance of bus and fixed guideway system.

NOTE 2: B = Requires full consideration of bicycle accommodations in accordance with the Bicycle Facilities Plan.
PE = Preliminary Engineering; CST = Construction; FS = Feasibility Study.

RECEIVED
JUN 10 2010

MIAMI-DADE PUBLIC WORKS DEPT.
HIGHWAY DIVISION PLANS REVIEW & DESIGN SECTION

OFFER OF

TRANSFLORIDA DEVELOPMENT CORPORATION

PURSUANT TO MIAMI-DADE COUNTY'S

UNSOLICITED PROPOSAL ORDINANCE, SECTION 08-79

RECEIVED
JUN 10 2010

MIAMI-DADE PUBLIC WORKS DEPT.
HIGHWAY DIVISION PLANS REVIEW & DESIGN SECTION

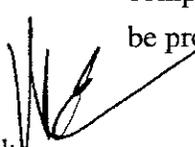
The following constitutes the firm offer to Miami-Dade County (County) by Transflorida Development Corporation (TFD) pursuant to Ordinance 08-79 (the "Offer Term Sheet").

In the event this offer is accepted by Miami-Dade County in its discretion, TFD agrees to be bound by a contract subject to the following terms. For more details in connection with this Offer, please refer to the unsolicited proposal document, dated November 24, 2008 titled "Design Build and Finance of SW 137th Avenue, between SW 200th Street and SW 248th Street (the Unsolicited Proposal). In the event of any inconsistency between the Unsolicited Proposal document and this Offer Term Sheet, the provisions of this Offer Term Sheet shall govern.

1 SCOPE OF WORK: The proposed land acquisition services, environmental study, design and construction work includes the following items:

- a. TFD shall perform all required work for the construction of a new two (2) lane roadway which will include, but is not limited to: sidewalks, curb and gutter, continuous storm drainage system, signalization, pavement markings and signing, standard roadway lighting system, bicycle facilities, a bridge crossing over canal C-102, a bridge/culvert crossing at canal C-102N, filling of a borrow pit at SW 240th Street within the right of way limits, obtain all required permits, negotiate and acquire on behalf of the County any and all required right-of-way to achieve 110 foot wide section for the future widening to a six (6) or four (4) lane divided road. The total length of this project is approximately 3.2 miles.
- b. TFD shall design, construct and finance a roadway that connects from the existing intersection of SW 137th Avenue and SW 200th Street to the existing intersection of US-1/SR 5 and SW 137th Avenue, and all required transitions. A complete, functional, satisfactory and certified road construction project, in compliance with Miami-Dade County Public Works Department Standards, will be provided.

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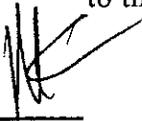


28/120

SW 137TH Avenue Unsolicited Proposal
Offer Term Sheet
June 9, 2010

- c. The proposed roadway alignment will be constructed on a straight alignment on either side of the right of way as directed by the Miami-Dade County Public Works Department.
- d. Land Acquisition services are anticipated to include the following: preparation of a right of way acquisition program for the entire 110 feet wide right of way width (to be submitted for approval by the County within 90 calendar days from issuance of a Notice to Proceed), preparation of a right of way map, parcel survey and legal descriptions, conveyance documents, negotiations for parcel acquisition on behalf of the County with individual property owners, early identification of parcels that may need to be acquired by fast tracking under eminent domain, title search and appraisals.
- e. Environmental services include performing a Level 1 audit and preparing and environmental site investigation study to accepted industry standards.
- f. Design related services are anticipated to include, but are not to be limited to the following: performing preliminary design analysis; site investigations; survey; geotechnical work; maintenance of traffic plans; hydraulic analysis; materials testing; coordination with utilities, municipalities, roadway agencies, other professional firms and the public; preparation of design reports, preparation of drawings, contract and construction specifications; provide construction inspections, certifications and as-built drawings; prepare and implement a public information plan; apply and pay for all permits (excluding Miami-Dade County Public Works Department permit fees), and respond as necessary to obtain all required permits.
- g. Construction related services are anticipated to include, but not to be limited to the following: furnish all required materials, labor and equipment to construct

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SW 137TH Avenue Unsolicited Proposal
Offer Term Sheet
June 9, 2010

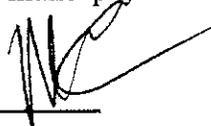
the roadway and all appurtenances; relocating all required existing utilities; clearing and grubbing the site; providing the removal and legal disposal of all unsuitable materials; furnishing traffic control; implementing American Disability Act (ADA); implementing the Public Information Plan; restoring the impacted areas to an equal or better condition as required by permits and/or regulatory agencies; and all other appurtenant and miscellaneous items and work for a complete, functional, satisfactory and certified construction of the roadway.

- h. TFD may, at its sole discretion, elect to re-use any or all existing information developed thus far for this project by the County or its consultants. If TFD chooses to re-use any existing work, then TFD shall assume full Professional responsibility as required by applicable statutes.

- i. From north to south, the project begins from the intersection of SW 137th Avenue and SW 200th Street and ends at the intersection of SW 137th Avenue and US-1. The project includes the construction of two 11 foot wide lanes; 4 foot wide bicycle lanes in each direction, outside curb and gutter, and 8 wide foot concrete sidewalk (refer to the attached roadway typical section). A continuous storm drainage system to collect runoff with provisions for cross connections for a future six (6) lanes roadway, five (5) signalized intersections (SW 200th Street, SW 216th Street, SW 248th Street, Busway and US-1), pavement markings and signing, standard roadway lighting, a bridge crossing over canal C-102 (refer to the attached bridge typical section), and a bridge/culvert crossing at canal C-102N. The project requires filling of the borrow pit at SW 240th Street within the proposed right of way limits, obtaining all required permits, providing curb ramps and curb ramp detectable warning surfaces, and sodding for green areas.

- 2. **FINANCE COST:** The offer includes the financing of the project. TFD will offer a detailed financial plan and schedule of values at the time of award. The County agrees to make payments for the completed and accepted items based on availability of PTP

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SW 137TH Avenue Unsolicited Proposal
Offer Term Sheet
June 9, 2010

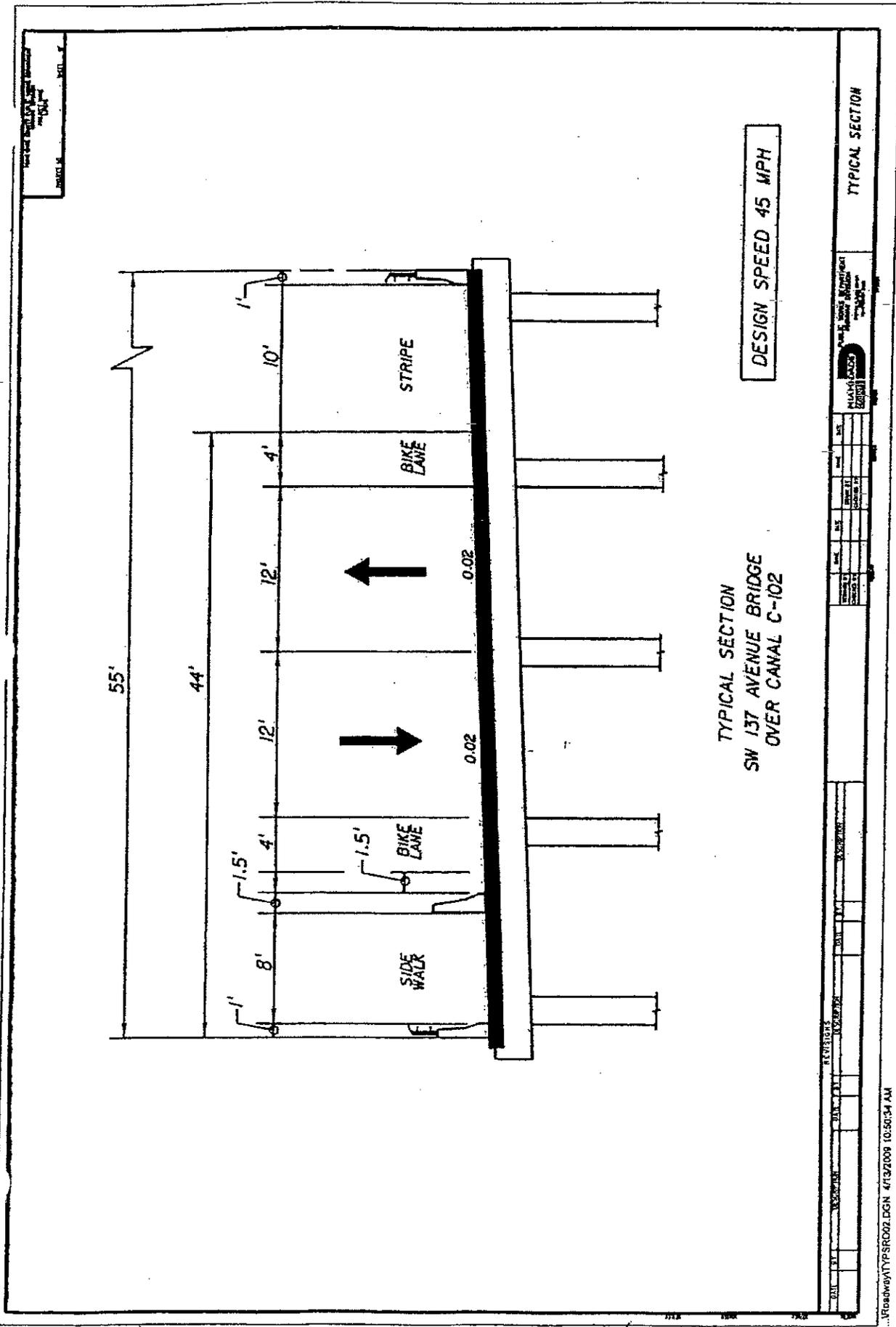
funds, which are programmed under the County's FY 2011-2015 Transportation Improvement Program to be available as follows;

- a. Fiscal Year 10 – 11: \$1,389,000
- b. Fiscal Year 11 – 12: \$7,832,000
- c. Fiscal Year 12 – 13: \$7,000,000
- d. Fiscal Year 13 – 14: \$5,000,000

3. **DURATION OF THE PROJECT:** The project will take a maximum of 900 calendar days from issuance of the Notice to Proceed (NTP) including all activities from design to final completion of the Project
4. **COMMENCEMENT OF THE PROJECT:** Our price proposal is based on award of the contract and issue of a Notice to Proceed not later than December 31, 2010. In the event that the County fails to issue an award by this date, TDF reserves the right to withdraw the Offer.
5. **PROJECT COST:** TFD will provide the services and work outlined in this "Offer Term Sheet" for a Lump Sum amount of **Eighteen Million, Forty Three Thousand Dollars (\$18,043,000).**
6. **LAND ACQUISITION:** Land acquisition costs and compensation to property owners for loss of business by property owners are not included in the Offer.
7. **ENVIRONMENTAL REMEDIATION COSTS:** Environmental remediation and/or mitigation, if required, are included in the proposal up to a maximum of One Hundred Thousand Dollars (\$100,000.00).

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TYPICAL SECTION
 SW 137 AVENUE BRIDGE
 OVER CANAL C-102

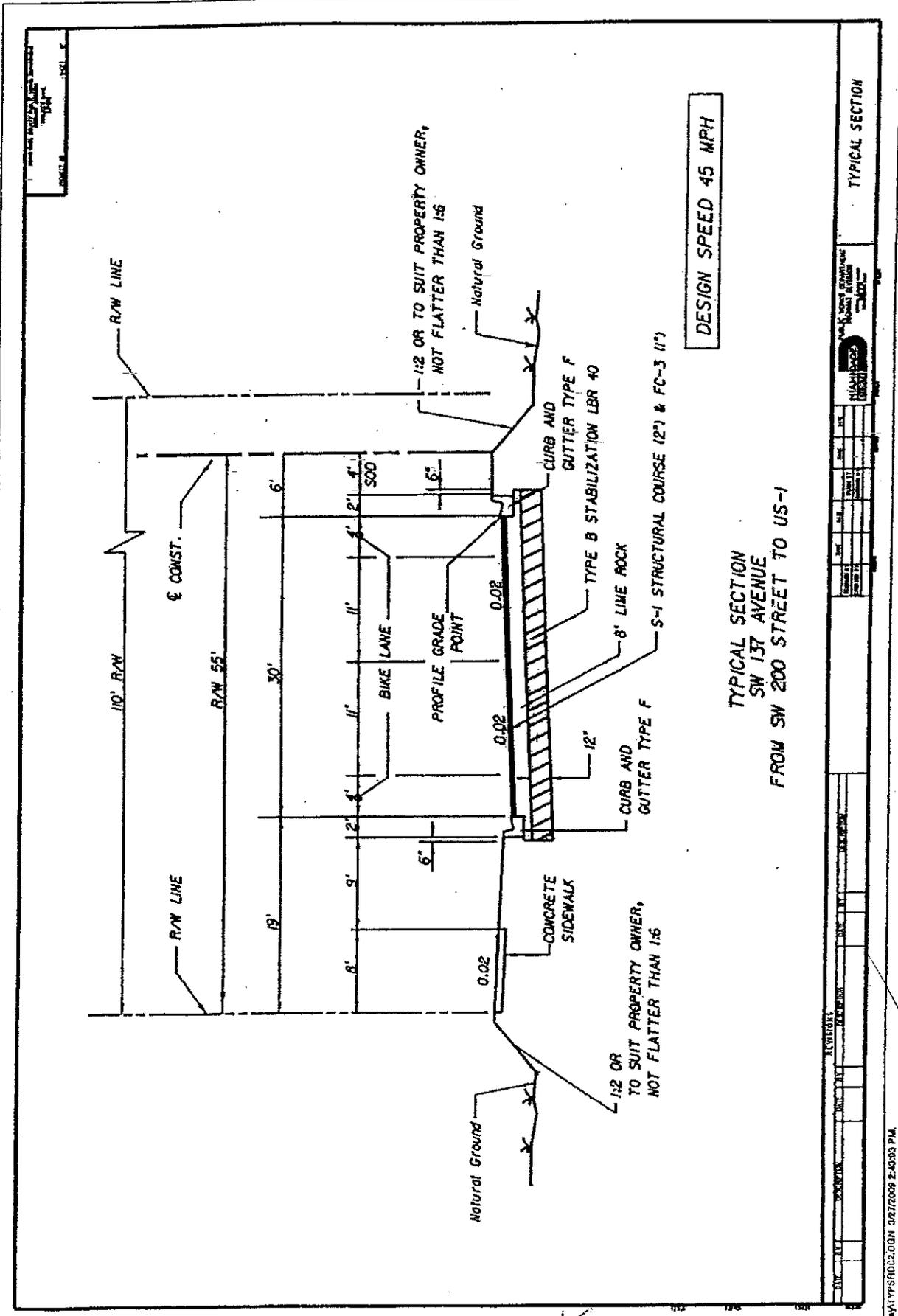
DESIGN SPEED 45 MPH

REVISIONS		DATE		BY		CHECKED		APPROVED	

DATE: 12/27/09
 TIME: 10:50:34 AM
 FILE: Roadway\TYPERS002.DGN

SW 137th Avenue Unsolicited Proposal
 Attachment 18 - Bridge Typical Section
 Initial: _____

37 124



SW 137th Avenue Unsolicited Proposal
Attachment 9: a Roadway Typical Section

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