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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

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

SUBJECT: Resolution approving Project Cooperation and Development Agreement between Miami-Dade County and O.B. Ives Estates, LLC (OBLLC) for the development and construction of an artificial turf field and the installation of a new scoreboard at Ives Estates District Park
Resolution No. R- 1049-13

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: December 17, 2013

To: Carlos A. Gimenez
Mayor

From: Jack Kardys
Director
Parks, Recreation and Open Spaces Department

Subject: Waiver of Competitive Bidding, Approval of a Development Agreement with the O.B. Ives Estates, LLC

- The purpose of this agenda item is for the Board of County Commissioners (Board) to waive competitive bidding by a two-thirds vote pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code and authorize the attached resolution recommending the approval of an agreement with the O.B. Ives Estates, LLC (OBLLC) as developer for the design, permitting and construction of a football/soccer field and scoreboard at Ives Estates Park.

- PROS maintains Ives Estates Park which is located in the northeast section of Miami-Dade County. The park is a 92.46-acre district park. The park's approved master plan includes lighted soccer and baseball fields, lighted basketball, volleyball and roller hockey courts, a running track and trails interspersed throughout the park, picnic shelters, playgrounds and recreation centers.

- Ives Estates Park is a 92.46-acre district park located in the northeast section of Miami-Dade County built on a former landfill. The development agreement contains a provision that requires the developer to set aside a 10 percent contingency fund that is available to pay for required environmental remediation. However, due to the nature of the work being performed on this project, it is not expected that extensive remediation will be necessary.

- The park's current improvements include a lighted baseball complex including a recreation center, baseball field, bleachers; a natural turf soccer field; a playground; trails; parking; and fitness court.

- The proposed improvements will not increase the current operating and maintenance expenses at Ives Estates Park, as the existing turf field will be replaced with an artificial turf field. Both types require maintenance, and the net effect is budget neutral.

- The OBLLC desires to assist the County by presenting a legacy gift to the citizens of Miami-Dade County and constructing a football/soccer field and scoreboard at Ives Estates Park in furtherance of its charitable purposes.

- The OBLLC agrees to design, permit and construct a new scoreboard; and convert the existing natural turf soccer field to an artificial turf football/soccer field. The conversion of the natural turf field to artificial turf allows for year-round use of the field for both football and soccer activities increasing the level of service to the community.

- The OBLLC agrees to contribute no less than one million two hundred thousand dollars ($1,200,000), plus a 10% dedicated contingency totaling $1,320,000 for the design, permitting and construction of the improvements.

- In recognition of the OBLLC's generous funding contribution, a separate naming Resolution will be sponsored by Commissioner Jordan to name the field "Orange Bowl Field at Ives Estates Park".

Memorandum

MIAMI-DADE COUNTY

Date: December 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Waiver of Competitive Bidding, Approval of a Development Agreement with the O.B. Ives Estates, LLC

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding by a two-thirds vote pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code and adopt the attached resolution recommending the approval of an agreement with the O.B. Ives Estates, LLC (OBLLC) as Developer for the design, permitting and construction of a football/soccer field and scoreboard at Ives Estates Park. The OBLLC desires to assist the County by presenting a legacy gift valued at $1,320,000 to the citizens of Miami-Dade County and constructing a football/soccer field and scoreboard at Ives Estates Park in furtherance of its charitable purposes.

Scope

Ives Estates Park is located in County Commission District 1; however, the park is a regional asset serving the interests of the North Miami-Dade County residents.

Fiscal Impact/Funding Source

The Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) maintains and operates the Ives Estates Park facilities at a cost of $221,000 per year from PROS Index Code PREIVE428110. The ongoing yearly operating and maintenance cost as a result of this development agreement is expected to be budget-neutral.

Track Record/Monitor

Jorge L. Mora, Chief, Design, Construction and Maintenance, Capital Programs Division of PROS will monitor and manage the development agreement. Small Business Development, Community Business Enterprise (CBE) goals for design and Community Small Business Enterprise (CSBE) goals for construction portions of the work have been approved on May 2, 2013 and May 3, 2013, respectively.

Background

Ives Estates Park is a 92.46-acre district park located in the northeast section of Miami-Dade County built on a former landfill. The development agreement contains a provision that requires the developer to set aside a 10 percent contingency fund that is available to pay for required environmental remediation. However, due to the nature of the work being performed on this project, it is not expected that extensive remediation will be necessary. The park is designed to provide recreational opportunities for approximately 290,000 residents who live within the neighboring North Miami-Dade County communities. The park's approved master plan includes lighted soccer and baseball fields, lighted basketball, volleyball and roller hockey courts, a running track and trails interspersed throughout the park, picnic shelters, playgrounds and recreation centers. To date, the park's improvements include a lighted

baseball complex including a recreation center, baseball field, bleachers; a natural turf soccer field; a playground; trails; parking; and fitness court. The attached development agreement will further the development of the approved master plan.

The OBLLC agrees to design, permit and construct a new scoreboard; and convert the existing natural turf soccer field to an artificial turf football/soccer field (Attachment A). The OBLLC agrees to contribute one million two hundred thousand dollars ($1,200,000), plus a 10% dedicated contingency for necessary environmental remediation totaling $1,320,000 for the design, permitting and construction of the improvements. The conversion of the natural turf field to artificial turf allows for year-round use of the field for both football and soccer activities, increasing the level of service to the community.

Attachment

Lisa M. Martinez
Senior Advisor, Office of the Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

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

SUBJECT: Agenda Item No. 8(H)(1)

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 Mayor's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
12-17-13

RESOLUTION NO. R-1049-13

RESOLUTION APPROVING PROJECT COOPERATION AND DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND O.B. IVES ESTATES, LLC (OBLLC) FOR THE DEVELOPMENT AND CONSTRUCTION OF AN ARTIFICIAL TURF FIELD AND THE INSTALLATION OF A NEW SCOREBOARD AT IVES ESTATES DISTRICT PARK; WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE FOR THE SELECTION OF OBLLC AS THE DEVELOPER OF THE IMPROVEMENTS; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT AND EXERCISE ALL AUTHORITY DELEGATED THEREIN

WHEREAS, Ives Estates District Park is a Miami-Dade County park maintained by the Parks, Recreation and Open Spaces Department and located at 20901 Northeast 16th Avenue; and

WHEREAS, the Orange Bowl has established a Legacy Project gift initiative under which the Orange Bowl has contributed millions of dollars in improvements to public parks; and

WHEREAS, in furtherance of its charitable mission through its Legacy Project gift initiative, the Orange Bowl, through O.B. Ives Estates, LLC ("OBLLC"), desires to make a gift of improvements valued between $1.2 million and $1.32 million to Ives Estates District Park; and

WHEREAS, in connection with that gift, OBLLC will design, permit, and construct park improvements to Ives Estates District Park, which park improvements will consist of converting an existing natural turf soccer field to an artificial field and the installing a new scoreboard; and

WHEREAS, the County desires to accept OBLLC's generous gift, acknowledge OBLLC's generous contribution by naming the improvements "The Orange Bowl Field at Ives Estates Park" through separate Board action, and otherwise desires to accomplish the purposes outlined in the accompanying Mayor's memorandum, 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:

Section 1. Waives formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code, by a two-thirds (2/3) vote of Board members present, finding that it is in the best interest of the County to select and approve an agreement with OBLLC for the design, permitting, and construction of a football/soccer field and scoreboard at Ives Estates District Park in substantially the form attached hereto as Attachment A; and

Section 2. Authorizes the Mayor or Mayor's designee to execute the Project Cooperation and Development Agreement between Miami-Dade County and OBLLC and exercise all rights contained therein.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of December, 2013. 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.

Miguel A. Gonzalez

ATTACHMENT "A"

PROJECT COOPERATION AND DEVELOPMENT AGREEMENT

between

MIAMI-DADE COUNTY, FLORIDA

and

O.B. IVES ESTATES, LLC

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ATTACHMENT A

PROJECT COOPERATION AND DEVELOPMENT AGREEMENT

This Project Cooperation and Development Agreement (the "Agreement") is made and entered into as of this ___ day of _____, 2013, by and between O.B. Ives Estates, LLC ("OBLLC") and Miami-Dade County (the "County"), each of which may also be referred to as a "Party," individually, or as the "Parties," collectively.

RECITALS

WHEREAS, the County is the owner of Ives Estates District Park located at 20901 NE 16th Avenue (the "Property") on which the County desires to (1) convert an existing natural turf soccer field to an artificial turf field; (2) install a new scoreboard; and (3) acknowledge, through signage that is consistent with this Agreement and all applicable laws and regulations, the contributions of those sponsoring the enhancements made through this Agreement (the "Project"); and

WHEREAS, in furtherance of its charitable purposes, OBLLC has offered to design, permit, and construct the Project; and

WHEREAS, the County desires to accept OBLLC's offer under the conditions set forth in this Agreement; and

WHEREAS, pursuant to Resolution __-_____ (Exhibit A) and this Agreement, OBLLC has agreed to fund the Project in an amount equal to one million two hundred thousand dollars ($1,200,000) (the "OBLLC Contribution") for the direct costs of design, planning, permitting, and construction of the Project; and

WHEREAS, in addition to the Project, if excess funds from the OBLLC Contribution are available after the complete construction of the Project, the OBLLC will donate such excess funds as a restricted gift to the County for the construction on the Property by the County of additional improvements and amenities mutually chosen by the Parties as provided in Section 5 hereof (the "Project Enhancements"); and

WHEREAS, development of the Property through the completion of the Project and any Project Enhancements are in furtherance of the County's goals of improving the quality of life of its residents by providing athletic facilities that are open to the general public, preserving property values, promoting the prevention of juvenile crime by providing positive recreation opportunities, and improving parks and natural areas;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

(1) **Incorporation by Reference.** The recitals set forth in this Agreement are incorporated by reference as though set forth in full herein and made a part hereof.

(2) **Definitions.** For the purposes of this Agreement, the terms listed in this paragraph shall be defined as set forth below:

(a) "Construction Costs" shall include, without limitation, all contractors, subcontractors, materialmen, laborers, attorneys' fees (as related to the construction of the proposed improvements), materials, supplies, equipment, labor costs, supervisory personnel, permits, and insurance and bonding required under this Agreement for the construction of the Project and the costs of the Design Professionals retained pursuant to this Agreement.

(b) "Construction Documents" means any documents sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction and about any effect the Project shall have on the Property. Construction Documents shall include, but not be limited to, site plans; architectural, structural, mechanical, electrical, landscape, grading, and drainage plans, as applicable; soil tests; utilities, sewer, and service connections; vehicular and pedestrian traffic circulation plans, including locations of ingress and egress; and lighting plans.

(c) "Contractor" means the Florida-licensed person or firm that is selected to construct the Project in accordance with this Agreement and all applicable laws and Project requirements, and with whom OBLCC enters into a written agreement for the Contractor's construction services towards the completion of the Project.

(d) "County Project Manager" is the person appointed by the PROS Director, and authorized to act on behalf of the PROS Director, to monitor compliance with the Agreement; coordinate reviews, comments, and approvals; attend design phase and construction meetings; provide periodic inspections to monitor compliance with scope, intent, and schedule during design and construction; assist and coordinate with the OBLLC; and review, approve, and expedite all matters associated with the development of the Project.

(e) "CSBE" means the County's Community Small Business Enterprise program, as codified in § 10-33.02 of the County Code and Administrative Order 3-22.

(f) "Design Professional" means any professional architect, engineer, and/or surveyor that OBLLC hires to provide Professional Services.

(g) "Development Schedule" means the schedule for management and completion of the Project that shall include all major milestones between the commencement of design and the completion of construction showing all distinct work activities.

(h) "Final Plans" means and shall include Plans and an updated Total Development Cost Estimate and updated Development Schedule for the Project and shall be signed and sealed by an architect and/or engineer duly licensed to practice as such in Florida. The Final Plans must include the associated technical specifications necessary for the construction process and show, without limitation, site plans, if applicable; architectural, structural, mechanical, electrical, and landscape plans; grading and drainage plans; soil tests; utilities; vehicular and pedestrian traffic circulation plans, including locations of construction ingress and egress; curbs, gutters, and parkways; lighting plans; locations for signs; and off-site improvements, if applicable. The Final Plans and all associated addenda and exhibits shall be incorporated into this Agreement by reference.

(i) "Force Majeure Event" means any threatened terrorist acts, terrorist acts, act of public enemy, earthquake, War (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, Acts of God, embargo, labor dispute or strike (whether legal or illegal), significant labor or material shortage, insurrection, riot, or any other similar or dissimilar material, severe or significant cause beyond the reasonable control of the OBLLC or its Contractor.

(j) "Preliminary Plans" shall include Plans and the Total Development Cost Estimate and updated Development Schedule for the Project and shall be prepared by an architect and/or engineer duly licensed to practice as such in Florida. The Preliminary Plans must show, without limitation, site plans outline technical specifications, and if applicable; architectural, structural, mechanical, electrical, and landscape plans; preliminary grading and drainage plans; soil tests; utilities; vehicular and pedestrian traffic circulation plans, including locations of ingress and egress; curbs, gutters, and parkways; lighting plans; locations for signs sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction and about any effect the Project shall have on the Property. The Preliminary Plans shall be based on Exhibit B. The Preliminary Plans shall ensure that the Project is aesthetically and functionally compatible with the setting of the Property.

(k) "Prior Use Contamination" means any currently existing contamination of, or other environmental problem or issue with, the Property. Any contamination first introduced on site by OBLLC or its Contractor shall not constitute Prior Use Contamination.

(l) "Professional Services" means any design, architectural, landscape architectural, engineering, and/or surveying services provided by a Design Professional.

(m) "Project Enhancements" shall mean any additional Project element mutually agreed upon by the parties pursuant to Section 5 hereof.

(n) "PROS" means the Miami-Dade County Park, Recreation, and Open Spaces Department.

(o) "SBE" shall mean small business enterprise.

(p) "SOI" means schedule of intent, which is a listing of all SBE sub-contractors that will be utilized for scopes of work on the Project.

(q) "SOV" means schedule of values, which is a detailed breakdown of each lump-sum bid item in the bid form indicating a complete breakdown of labor and material of all categories of work. The SOV shall include such items as building permit, mobilization, insurance, contractor administration, supervision, etc. The SOV will be the basis for the determination of monthly progress payments.

(r) "Total Development Cost" shall include all fees and costs, including, without limitation, permitting costs, costs of payment and performance bonds or other security required to be obtained by the OBLLC pursuant to Section 18(d) hereof, fees and costs for registered and licensed engineers, architects, landscape architects, surveyors, supervisors, contractors, subcontractors, materialmen, environmental testing, disposal, compliance with the Solid Waste Management disposal section of the Ives Estates Master Plan or environmental consultants, mapping, and other design professionals, but not for lobbyists, legal or tax expenses, legal counsel, brokers and salespersons, sponsors, supporters, auditors, accountants or any Professional Services not expressly enumerated in Florida's Consultant's Competitive Negotiation Act, Fla. Stat. § 287.055.

(3) **Administration of Agreement, Effective Date, and Term.** The County has delegated the responsibility of administering this Agreement to the County Mayor or Mayor's designee (the "Mayor's Designee"), who shall be referred to herein as the "County Mayor" or "Mayor." The Effective Date of this Agreement shall be the date on which the Agreement is executed by the Mayor or Mayor's Designee, subsequent to approval by the Board of County Commissioners. This Agreement shall terminate upon OBLLC's completion and the County's acceptance of the Project or upon the termination of this Agreement in accordance with the termination provisions contained in it.

(4) **Project.** The OBLLC shall construct the scope of work generally depicted in the Schematic Design and Contemplated Scope of Improvements (Exhibit C), which constitutes the Project. In performing the scope of work depicted in Exhibit B, the OBLLC is required to comply with all requirements of the Ives Estates Park Master Plan (Exhibit D) and to develop the Project, in full accordance with the Ives Estates Park Master Plan, including, to the extent applicable to the Project work, compliance with the Solid Waste Management Disposal section in the Ives Estates Master Plan

and the notification and testing requirements contained therein. Compliance with the Solid Waste Management disposal section of the Ives Estates Master Plan will require, at a minimum, (1) proper disposal of landfill materials to a permitted location and importation of clean fill if excavations are greater than two (2) feet in depth; and (2) the use of explosion proof electrical fittings and the proper sealing of all vertical conduits.

(5) **Project Enhancements.** If the OBLLC Contribution has not been exhausted after the complete construction of the Project (including, without limitation, punch-list items) and acceptance of the Project by the County, the OBLLC shall make a donation to the County of any such unused funds (less the costs it incurred for lobbyists, legal fees, or tax expenses, environmental or regulatory legal counsel, brokers and salespersons, sponsors, supporters, auditors, accountants and other costs incurred in connection with the Project not covered by Total Development Costs), which donation shall be in the form of a restricted gift to be used by the County to construct the Project Enhancements (the "Restricted Gift"). Based on the amount of the Restricted Gift, the OBLLC and County shall mutually identify the Project Enhancements to be constructed and funded by the Restricted Gift from the following prioritized list: (a) natural turf practice soccer field; (b) walkways; (c) shelters; (d) site furniture; (e) landscaping; and (f) other site improvements. Once the Parties have identified the Project Enhancements to be constructed with the funds from the Restricted Gift, the Parties shall memorialize their agreement in an addendum to this Agreement, and the County shall perform the Project Enhancements. In the event that the County determines in its sole discretion not to construct all or any portion of the Project Enhancements, then the balance of the OBLLC contribution shall be returned to OBLLC. Nothing in this paragraph shall be construed to require OBLLC to expend more than the OBLLC Contribution for the completion of any Project Enhancements by the County.

(6) **Funding.** The OBLLC agrees that the Project shall be funded solely from the OBLLC Contribution. The County shall have no obligation to fund any amounts except for Project Enhancements as provided herein.

(7) **Professional Architectural, Engineering, and/or Surveying Services.** The OBLLC shall retain one or more Design Professional(s) to provide Professional Services.

(a) CBE Compliance Required. OBLLC has met with the County's Office of Small Business Development who has established a target CBE goal of thirty-two percent (32%) (the "CBE Target") with respect to compliance by OBLLC with Section 2-10.4.01 of the Code of Miami-Dade County, Florida (known as the "Community Business Enterprise" or "CBE" Program). The OBLLC agrees to use all efforts required under the CBE Program to meet the CBE Target.

(b) Form of Agreement with Design Professionals. The OBLLC shall enter into written agreements with the Design Professional(s) providing services for the Project, which agreement(s) shall incorporate, and be consistent with, all of the terms and conditions of this Agreement.

(c) Payment of Design Professionals. All fees, costs, reimbursements and/or other monies paid to Design Professionals for the Project for Professional Services shall be paid solely from the OBLLC Contribution. The County shall not be obligated to pay for or reimburse the OBLLC and/or any Design Professional for any Professional Services rendered with respect to the Project.

(8) **Project Costs.** OBLLC shall be responsible for payment of all Project costs as set forth in this paragraph.

(a) Cost Overruns in General. The OBLLC shall be responsible for payment of the Total Development Cost, provided, that, if the OBLLC reasonably estimates that the Total Development Cost shall exceed the OBLLC Contribution by more than ten percent (10%) for any reason during the due diligence, design , permitting or construction phases of the Project (other than (i) directly due to negligence arising from design errors and/or omissions, (ii) "extra work" claims by its contractor except for those matters as described in paragraph (b) below or arising due to the acts or omissions of the County, or (iii) willful misconduct of the OBLLC or its contractors or subcontractors), then the Parties shall meet in good faith to determine how to proceed. In the event that the Parties are not able to mutually agree on how to fund the additional expenses, then either the OBLLC or the County shall have the right to terminate this Agreement effective upon written notice to the other, without any liability beyond payment of those costs already incurred for the Project to the date of termination. In the event of any such termination, to the extent of any remaining balance of the OBLLC Contribution, the OBLLC shall (A) if prior to commencement of construction, subject to clause (b) below, restore the site to its condition as of the Effective Date, and (ii) if construction has commenced, subject to clause (b) below, use commercially reasonable efforts to render the Project useable by the public.

(b) Environmental Site Conditions. The parties acknowledge and agree that (i) the OBLLC is not an owner, operator or lessee of the Property, (ii) except as provided in § 4 of this Agreement, the OBLLC shall have no responsibility for any and all site conditions, including, without limitation, methane gas at the Project or generated at the Project, other environmental conditions, any/all unforeseen site conditions, subsurface or otherwise concealed physical conditions that cannot be determined through a utility locating survey and geotechnical report and which differ materially from those indicated or assumed in any of the as-built plans provided by the County, unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the Project, and any dewatering activities necessary to construct the Project, and shall have no obligation or responsibility whatsoever to correct any such conditions or to

remediate any environmental conditions, problems or issues that may exist or arise at the Property, and (iii) this sentence shall survive any termination or expiration of this Agreement.

(9) **Existing Site Conditions.** With the exception of Prior Use Contamination and as otherwise provided in Section 8(b) above, the OBLLC accepts complete responsibility for any conditions created by it at the Property. Notwithstanding the foregoing, the OBLLC agrees not to initiate any claims or suits against the County relating to any site conditions, including environmental conditions.

(10) **The County's Obligations.** The County shall, within ten (10) days of the Effective Date, deliver all available as-built plans and information regarding the Property (in whatever format is available) to the OBLLC. PROS shall assist OBLLC in facilitating permitting and other regulatory processes with the appropriate agencies in connection with the Project.

(a) "As is" Site Conditions. The County shall deliver physical possession of the Project site to the OBLLC in an "as is" condition so that construction may commence. The areas within the Property to be occupied by the OBLLC during the execution of the work for the Project shall be delineated in the Construction Documents. The OBLLC shall provide for areas to be designated in the Construction Documents as the "boundaries of the work" and shall include a construction staging area and construction ingress and egress areas. The boundaries of the work shall be sufficient to properly undertake the necessary construction activities for the Project within the Property.

(b) Reasonable Access. The County shall provide reasonable access to allow the OBLLC to have utilities brought to the Project site if necessary for the construction of the Project.

(11) **Ownership of Improvements.** The Parties agree that the County is and shall remain the owner of the Property, and shall become the owner of all improvements, supplies, materials, and/or equipment related, incidental, affixed, and/or allied to the Property, including the Project after the completion of design and construction by the OBLLC and upon acceptance of the Project by the County. The County shall be deemed to have accepted the Project after the receipt and approval by the PROS Director of all of the following: (a) "as built"/record drawings in compliance with the PROS CAD Standards (See Exhibit E); (b) all third-party warranties in the name of Miami-Dade County; and (c) final release(s) of all claims of subcontractor(s) and supplier(s). At the conclusion of the construction of the Project, and to the extent necessary to memorialize the County's ownership, the OBLLC shall tender a bill of sale absolutely conveying title of any elements or components of the Project, free and clear of claims, liens, and encumbrances created by, through, or under the OBLLC. The Project shall be subsequently maintained by the County in a reasonable manner for the recreation, use, and enjoyment of the public.

(12) Construction Plans. The OBLLC agrees to construct the Project in accordance with Exhibit B, as modified by mutual written agreement executed by the PROS Director and the OBLLC. Any modification to Exhibit B must comply with the Ives Estates Master Plan. Throughout the design process, the OBLLC shall use commercially reasonable efforts to ensure that the Project can be built within the OBLLC Contribution.

The County shall have the right to review and approve the Preliminary and Final Plans for the Project for general conformance with Exhibit B. To assist the County in their review, the OBLLC shall cause the Design Professional to provide the Preliminary and Final Plans and a summary of any changes that it reasonably believes would require the County's approval under this Agreement. Such review and approval shall be limited to the confirmation that the Plans are generally consistent in all material respects with Exhibit B, and shall not be unreasonably withheld, conditioned or delayed.

Prior to commencing the development of the Preliminary Plans, the OBLLC shall schedule a kick-off meeting with the County Project Manager to review the Development Schedule and the Total Development Cost estimate and to approve the Preliminary Site Plan. The County Project Manager and any other County staff that may be reasonably required will attend the kick-off meeting. The OBLLC shall submit Plans that comply with the scope of work for the Project as defined in Exhibit B, and the applicable provisions of the Florida Building Code, all local Building Codes, Zoning Ordinances, administrative orders, applicable laws, and the applicable requirements of all other agencies having jurisdiction over the Project pursuant to the following development milestones:

(a) Preliminary Plans (50% Construction Documents). Within sixty (60) calendar days of the execution of the Agreement, the OBLLC shall deliver to the County Project Manager, five (5) sets of Preliminary Plans and a CAD file in compliance with the PROS CAD Standards (Exhibit E) for the construction of the Project. Within ten (10) days after the County Project Manager receives the Preliminary Plans, the County shall either approve of the Preliminary Plans or deliver to the OBLLC specific written corrective comments. If no written comments are received by the OBLLC within the 10-day review period, the Preliminary Plans will be deemed approved. PROS shall not be unreasonable in exercising its approval rights hereunder. The OBLLC shall use all commercially reasonable efforts to resolve all comments to the Preliminary Plans and obtain written approval from the County prior to proceeding with the development of the Final Plans.

(b) Final Plans (100% Construction Documents). Within ninety (90) calendar days of obtaining the County's approval of the Preliminary Plans, the OBLLC shall deliver to the County Project Manager five (5) sets of final construction documents, one CAD file in compliance with the PROS CAD Standards (Exhibit E), and specifications comprising the Final Plans for the Project, which Final Plans must be consistent with the approved Preliminary Plans. Within twenty (20) days

after the County Project Manager receives the Final Plans, the County shall either approve of the Final Plans or deliver to the OBLLC specific written corrective comments. If no written comments are received by the OBLLC within the 20 day review period, the Final Plans will be deemed approved. The County shall not be unreasonable in exercising its approval rights hereunder. The OBLLC shall resolve all comments to the Final Plans and obtain written approval from the County prior to proceeding with the permitting.

(c) Permitting. Upon receiving approval of the Final Plans, the OBLLC shall commence seeking permits from all governmental agencies having jurisdiction over the Property, and the County shall provide reasonable assistance with respect thereto. The OBLLC shall exercise due diligence in obtaining such permits. The OBLLC shall keep the County Project Manager informed of the progress during the permitting phase. Additionally, the OBLLC shall coordinate with the County Project Manager to ensure that permitting requirements are acceptable to the County when said requirements will modify the scope or aesthetics of the Project or its location within the Property. The Final Plans shall not be changed and/or modified without the County's approval, which approval shall not be unreasonably withheld, delayed, or conditioned. The County's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required. Except as otherwise provided in this subparagraph, the obtaining of any such permits shall not be complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations. If the OBLLC is unable to obtain such permits within 180 days from the date of the County's approval of the Final Plans, it shall notify the County and shall have the right to only one additional 180-day extension of time to obtain such permits. If OBLLC does not request an extension, either party shall have the right to terminate this Agreement without liability. The County shall also have the right, in its sole discretion and only for good cause shown, to extend the time within which the OBLLC must obtain such permits. The OBLLC shall deliver copies of all permits to the County Project Manager immediately upon their issuance.

(13) **[Intentionally Left Blank]**

(14) **Contractor.**

(a) Compliance with Agreement and Laws. It is acknowledged and agreed that any applicable bidding processes is not required with respect to the Project pursuant to Fla. Stat. § 255.20(1)(c)(7). Any agreement between OBLLC and the Contractor shall incorporate and be consistent with all of the terms and

conditions of this Agreement; the County shall have the right to review and approve the Contractor and any agreement between OBLLC and the Contractor prior to its execution, which approval shall not be unreasonably withheld or untimely delayed. If the OBLLC does not receive notice of disapproval within 30 days of submission, the County shall be deemed to have approved the agreement. OBLLC shall require that the Contractor comply with the County's applicable ordinances, resolution, regulatory requirements as a condition to awarding it a contract, and this Agreement shall be incorporated into any contract with the Contractor as applicable. As a part of its compliance with the County's ordinances, the OBLLC shall cause any prospective Contractor to submit applicable affidavits and other form submittals listed in Exhibit F to the County Project Manager for review and approval prior to awarding a contract, which approval shall not be unreasonably withheld or delayed.

(b) CSBE Compliance Required. It is acknowledged that the County's Office of SBD has identified, and the OBLLC has agreed to a CSBE goal of five percent (5%) for the Project's Construction,

and OBLLC shall use all efforts required under applicable County ordinances and implementing orders to meet such goals. In accordance with County Ordinance 97-52, as amended and A.O. 3-22, as amended (Exhibit G), OBLLC shall require that the Contractor identify in its SOV the work that will be performed by CSBE firms. Before commencing construction, the Contractor shall submit its SOI (Exhibit H) and comply with the CSBE reporting requirements.

(c) Discrimination Forbidden. The Contractor shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin, or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

(15) **Notices to Proceed.**

(a) Issuance of NTP 1. Within thirty (30) days from the date that the OBLLC obtains all permits, the OBLLC shall submit copies of all permits, updated Total Cost Estimate SOI, SOV, and Project Schedule indicating start and completion dates, major milestones regarding construction of the Project and constraints. Within fifteen (15) days after the County Project Manager receives copies of the preceding documents and information, the County Project Manager shall either approve them or deliver to OBLLC specific written corrective comments. If no written comments are received by the OBLLC within the 15-day review period, the foregoing will be deemed approved. The County Project Manager shall not be unreasonable in exercising his approval rights hereunder. If corrective comments are issued as provided above, then once all comments have been

satisfactorily addressed by the OBLLC, the County Project Manager shall issue a Notice to Proceed No. 1 ("NTP 1") to the OBLLC. Otherwise, the NTP-1 shall be issued upon expiration of such 15-day review period.

(b) Issuance of NTP 2. The OBLLC shall have fifteen (15) days from the date of the NTP 1 to submit all required insurances and bonds to PROS prior to commencing construction. Within fifteen (15) days after the County Project Manager receives the required insurance and bonds, the County Project Manager shall either approve them or deliver to the OBLLC specific written corrective comments. If no written comments are received by the OBLLC within fifteen (15) days thereafter, the foregoing will be deemed approved. The County Project Manager shall not be unreasonable in exercising his approval rights hereunder. Once the County reviews and approves the insurances and bonds it will issue a Notice to Proceed No. 2 ("NTP 2"), provided that OBLLC has obtained a building permit, and grant the OBLLC authorization to occupy the site (Exhibit I). Upon issuance of NTP 2 and authorization to occupy the site, the County shall turn over possession of the Project limits to the OBLLC. The OBLLC shall, without delay, pursue commencement of construction and diligently pursue completion thereof. The construction of the Project shall be in accordance with the approved Development Schedule and, subject to a Force Majeure Event or delays caused directly or indirectly by the County, shall be completed within twelve (12) months of the date of the NTP 2 for construction.

(16) **Construction Schedule**. Before site mobilization, the County Project Manager shall review the submitted Construction Schedule and provide comments to the OBLLC. Subsequent to such review, the accepted Construction Schedule will serve as the baseline schedule for the Project. The Construction Schedule shall be kept current on a monthly basis, and an updated Construction Schedule, which will track the Project against the baseline schedule, will be submitted to the County monthly. Project schedules should be prepared by the Construction Contractor in Microsoft Project or similar software.

(17) **Construction**. The OBLLC shall be responsible for the construction of the Project substantially in accordance with the Construction Documents approved by the OBLLC and PROS Director. The County Project Manager shall periodically visit the construction site and attend progress meetings to ensure conformity with the approved Construction Documents and any changes approved by the OBLLC and the County Project Manager.

- All construction shall be performed by licensed contractors and subcontractors approved by the County, such approval not to be unreasonably withheld. The OBLLC shall provide the County Project Manager with a true copy of the OBLLC's contract with the general contractor showing a breakdown of costs and including all the requisite insurance and bonding criteria. Such contract shall give the County the right, but not the obligation, to assume the OBLLC's obligations and rights, if the OBLLC should default thereunder.

- During the construction phase, the County Project Manager shall attend weekly/monthly construction meetings, as needed, and periodically visit the site to

review the progress of construction to ensure adequate performance and conformity with the approved Construction Documents.

- In addition to the regular construction meetings, the OBLLC shall schedule and coordinate a pre-construction meeting, a 50% progress meeting, a 75% progress meeting, and a 100% substantial completion walk-thru meeting with the County Project Manager. At each meeting, the contractor shall provide an updated progress schedule showing construction activities and millstone completions and progress meeting dates.

- The County Project Manager shall provide input to the construction punch-list items and shall coordinate with the OBLLC for the Final Acceptance of the Project once all work has been completed and all permits have been approved and closed by all agencies having jurisdiction.

- Within thirty (30) days after the specified one (1) year warranty period provided by the Contractor, the OBLLC shall schedule a walk-thru of the Project with the County Project Manager and OBLLC's contractor, to inspect all construction systems and ensure its intended functionally and expected workmanship. The "warranty period" warrants the work be free from faulty materials and workmanship for a period of not less than one (1) year from the date of final acceptance. After the warranty inspection is completed with satisfactory results as determined by the County Project Manager, the close-out period is concluded except as provided for under Florida Statue § 95.11 (3)(c).

All work in connection with the construction of the Project shall be performed substantially in conformity with the approved and permitted Construction Documents; the quality and workmanship shall meet or exceed the specifications; and the work shall comply with all applicable governmental permits, authorization and laws. The County Project Manager shall review all shop drawing submittals for conformance with the Final Plans. The construction shall proceed in accordance with the approved plans and shall not be materially changed without the County Project Manager's approval, which approval shall not be unreasonable withheld or delayed. Such approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications is required.

The County further covenants and agrees that it will actively and reasonably assist and cooperate with the OBLLC throughout the construction process, including, without limitation, providing assistance on permitting and access to relevant public documents with respect to the Property.

(18) <u>Insurance and Bonding; Indemnity and Hold Harmless</u>.

(a) <u>Indemnification.</u> The OBLLC 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, 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 arising out of, relating to or resulting from the performance of this Agreement by the OBLLC or

its employees. The OBLLC 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 attorneys' fees which may issue therefrom. The OBLLC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the OBLLC 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. The OBLLC shall cause the Contractor to indemnify the County and OBLLC for its acts or omissions and those of its employees, which shall be included in the OBLLC's contract with the Contractor.

(b) Insurance. The OBLLC shall furnish to the County Project Manager, Certificate(s) of Insurance for itself and for the Contractor indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and the OBLLC must be included as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

The Contractor's insurance policies (other than workers' compensation) shall list OBLLC and the County as additional named insureds thereunder and shall meet the Minimum Qualifications set forth in clause (c) below and shall be endorsed to provide at least thirty (30) days prior written notice to the OBLLC and the County of any termination, rescission or material modification to such policies.

(c) Minimum Qualifications of Insurers. 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 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 State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI DADE COUNTY PROJECT/CONTRACT NUMBER AND TITLE OF PROJECT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDERS MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128
O.B. Ives Estates, LLC
14360 NW 77th Court
Miami Lakes, Florida 33016

(d) Payment and Performance Bonds. The OBLLC shall obtain and deliver to the County Project Manager a payment bond and separate performance bond form (Exhibit J), or such other alternate form of security, each which meet the requirements as applicable, of Fla. Stat § 255.05, as set forth below, not less than ten (10) days prior to the anticipated commencement of the construction of the scope as defined in Exhibit B. Said separate payment and performance bonds shall be in favor of the County and the OBLLC, the form of such bonds shall be as provided by Fla. Stat § 255.05 and shall be in the amount of the Total Development Costs for the Project. As an alternate form of security that is acceptable to the County pursuant to the foregoing bond requirements, OBLLC may obtain a $250,000 letter of credit to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate that all contractors on the Project have been paid.

The OBLLC shall cause its contractor(s) to obtain and deliver to the County Project Manager simultaneously with the executed contract, a Surety Performance and Payment Bond prepared on the applicable bond form attached hereto (Exhibit J). The Surety Performance and Payment Bond, running in favor of the County and the OBLLC shall be in the amount of 100% of the Construction Costs of the Project.

The Bond may 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:

(d) 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

On bond amounts of $500,000 or less, the provisions of Fla. Stat. § 287.0935 shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

(i) Being licensed to do business in the state of Florida;

(ii) Holding a certificate of authority authorizing it to write surety bonds in Florida;

(iii) Having twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

(iv) Otherwise complying with the provisions of the Florida Insurance Code; and

(v) Holding a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida agent.

(e) Security in Lieu of a Surety Bond. The Contractor 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 Agreement and the construction contract between OBLLC and the Contractor and with the Plans, Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bonds shall

be so worded as to make the construction contract between the Contractor and OBLLC 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 obligee therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

(f) Conditions Required in Contractor's Contract. Fla. Stat. § 255.05 provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects, and these conditions shall be incorporated into the contract between OBLLC and its Contractor.

1. A claimant, except a laborer, who is not in privity with the OBLLC and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection.

2. A claimant who is not in privity with the OBLLC and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the OBLLC and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

3. No action for the labor, materials, or supplies may be instituted against the OBLLC or the Surety unless both notices have been given. No action shall be instituted against the OBLLC or the Surety on the bond after one (1) year after Final Acceptance.

(g) Recording of Bond and Issuance of Notices. The OBLLC shall ensure that the Contractor records the bonds and provides notice to subcontractors and suppliers, as required by Fla. Stat. § 255.05. Said payment and performance bonds shall be maintained in full force and effect for the duration of this Agreement.

(19) **Acknowledgement of Contribution.** Subject to the approval of the County (not to be unreasonably withheld or delayed), the OBLLC may request the installation of signage acknowledging the generous contributions of donors for the construction of the Project or elements thereof, including, without limitation, the OBLLC. All commemorative signage will be reviewed and approved by the County Project Manager and must comply with Article 7 of the Miami-Dade County Charter.

(20) **Compliance with Laws**. The OBLLC and the Contractor shall each at all times comply with all applicable local, state and federal laws, ordinances, codes, statutes, rules and regulations, and approved development orders.

(21) **Miscellaneous.**

(a) Enforcement. The provisions of this Agreement may be enforced by all appropriate actions in law and in equity by any party to this Agreement. Venue for all actions under this Agreement shall be in Miami-Dade County, Florida. Each party shall bear their own respective attorney's fees. A court of competent jurisdiction may award costs to a prevailing party.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) County Officials. The County is a political subdivision of the State of Florida, and the Mayor is empowered to execute this Agreement on behalf of the Miami-Dade County and the Board of County Commissioners. The Mayor may delegate any County action under this Agreement to the PROS Director and communicate said delegation in writing to OBLLC.

(d) Successors and Assigns. This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, or an institutional lender providing construction funding for construction of the Project, without the prior approval of the County. Any purported assignment will render this Agreement null and void and subject to immediate rescission.

(e) Construction of Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against anyone of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

(f) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

Miami-Dade County:	With a copy to:
Mayor, Miami-Dade County	Jack Kardys, Director

111 NW First Street Miami, Florida 33128	Parks, Recreation and Open Spaces Department 275 NW Second Street Miami, Florida 33128
<u>O.B. Ives Estates, LLC</u>:	<u>With a copy to</u>:
O.B. Ives Estates, LLC 14360 N.W. 77th Court Miami Lakes, Florida 33016 Attn: Chief Financial Officer	Devine, Goodman, Rasco, Watts-FitzGerald, & Wells, P.A. Attn: Abigail C. Watts-FitzGerald, Esquire 777 Brickell Avenue, Suite 850 Miami, Florida 33131

(g) <u>Severability.</u> In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

(h) <u>Exhibits.</u> All of the Exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

(i) <u>Amendments.</u> This Agreement may not be amended or modified except by written Agreement of the parties hereto. Further, no modification or amendment shall be effective unless in writing and executed by the parties, employing the same formalities as were used in the execution of this Agreement.

(j) <u>Limitation of Damages.</u> **Irrespective of any of the terms contained herein to the contrary, neither party will be liable to the other party for any consequential, special, punitive or exemplary damages arising out of or related to this Agreement.**

(22) **<u>Termination</u>.**

(a) <u>Termination for Default.</u> In the event of a default that is not cured within the time periods set forth herein, the parties shall have all rights and remedies set forth herein as well as any other rights or remedies provided by law or equity.

(b) <u>Termination Pursuant to Sections 8(a) or 12(c)</u>. Any termination by either Party pursuant to Sections 8(a) or 12(c) hereof shall be without liability effective upon written notice by one Party to the other Party.

(c) Termination for Cause. This Agreement may be terminated, for cause, at the option of and by the Mayor, (i) if any material default is not cured by the OBLLC or the OBLLC does not comply with any material term, covenant or condition provided herein within thirty (30) days from the date of a written notice from the Mayor describing in reasonable detail such default or failure to comply, provided that, if such default or failure to comply reasonably requires a greater period of time to cure, then such 30-day period shall be extended provided that the OBLLC promptly commences to cure and prosecutes with all due diligence and completes such cure within a mutually agreed upon reasonable period of time; or (ii) when, in the opinion of the County Commission, termination is necessary to protect the interests of public health, safety or general welfare.

Termination for cause may include, without limitation, any of the following, provided that, if the "cause" is due to the act or omission of the Contractor, OBLLC shall have the right to present an alternative Contractor to the County for its approval, which approval shall not be unreasonably withheld or delayed:

(i) The OBLLC or its Contractor fail to obtain and/or maintain in place during construction of the Project the insurance or bonding herein required, which is not cured within 30 days of written notice thereof.

(ii) Unless due to a Force Majeure, an unforeseen circumstance or any latent conditions, the OBLLC and/or its Contractor fail to comply with any of its material duties under this Agreement within the cure period referenced in this Section 22(c).

(iii) The OBLLC assigns, sells, or encumbers this Agreement or any interest herein.

(iv) Unless due to a Force Majeure Event, an unforeseen circumstance, any latent conditions or delays in obtaining permits not due to the nonfeasance of OBLLC, the OBLLC and/or its Contractor fail to complete the Project in a timely manner as required by this Agreement and substantially in accordance with the Construction Documents.

(23) **Entire Agreement**. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto. All references to this Agreement include the exhibits hereto.

(24) **No Joint Venture or Third-Party Beneficiaries**. The OBLLC is an independent contractor of the County and is not an agent, operator, lessee, joint venturer, partner or affiliate of the County, nor can the County be bound to honor any obligation or duty of the OBLLC, except as expressly provided

herein. Moreover, this Agreement does not create, and is not intended to create, any third party beneficiaries.

(25) **Time is of the Essence**. Time is of the essence in the performance of all duties and responsibilities under this Agreement. Subject to Force Majeure (as hereinafter defined), unforeseen circumstances, latent defects, due to any material act or omission of the County which causes unreasonable and/or excessive delay, and/or failure to obtain the permits (other than due to the nonfeasance of OBLLC), the OBLLC is required to complete the Project within 360 days of NTP 2, but in no event any later than twenty-four (24) months of the effective date of this agreement.

(26) **No Discrimination**. The OBLLC represents and warrants that there shall be no unlawful discrimination as provided by federal, state or local law, in connection with its performance and it shall provide in all of its contracts between it and the Project's Contractor, architects, engineers, etc., that such parties shall engage in no unlawful discrimination as prohibited by federal, state, or local law.

(27) **Authority of the OBLLC's Signatories.** The undersigned executing this Agreement on behalf of the OBLLC has authority of record pursuant to the attached Limited Liability Company Resolution (Exhibit A), and all applicable laws of the State of Florida to act on behalf of and bind the OBLLC to every condition, covenant and duty set forth herein.

(28) **Audit Rights.** The OBLLC shall maintain accurate and complete books and records for all receipts and expenditures of the OBLLC Contribution in conformance with reasonable, general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Project, such as vouchers, bills, invoices, receipts, contract and cancelled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by the OBLLC for at least three (3) years after the expiration of this Agreement. The County Mayor or Mayor's designee may examine the books, records, and documents at OBLLC's offices or other approved site within Miami-Dade County under the direct control and supervision of the OBLLC during regular business hours and upon reasonable notice and in a manner so as to not unreasonably interfere with the OBLLC's or its affiliates' business operations. Furthermore, the County Mayor or Mayor's designee may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the OBLLC which in the County's reasonable judgment relate to the Project.

Pursuant to AO 3-20 of the County Code, the County at its cost 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 OBLLC and County in connection with this Agreement. 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, and

related activities of the OBLLC, its officers, agents and employees, lobbyists (if any), county staff and elected officials.

Upon ten (10) days' written notice to the OBLLC from an IPSIG, OBLLC shall make all requested records and documents relating to the Project available to the IPSIG at OBLLC's offices for inspection and copying. The IPSIG shall have the right to examine all documents and records in the OBLLC's possession, custody or control which in the IPSIG's sole judgment pertain to performance of this Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, and supporting documentation for the aforesaid documents and records.

The provisions in the Section shall apply to the OBLLC, its officers, agents and employees. The OBLLC shall incorporate the provisions in this Section in all contracts, subcontracts and all agreements executed by the OBLLC in connection with the performance of this agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities, at its cost and expense. The provisions of this section are not intended nor shall be construed to impose any liability on the County by the OBLLC or third parties.

OBLLC shall maintain adequate records to justify all charges and expenses, reimbursable costs, and fees incurred in performing any work on the Project under this Agreement for at least three (3) years after Project Completion.

(29) **Ownership of Project and Documents**. The Project and/or Project Enhancements and all related, incidental, allied and other Project improvements made at Ives Estates Park by virtue of this Agreement and all design, construction and other Project reports, tracings, drawings, plans, specifications, surveys, maps, computer data or media and other documents or data developed for this Project and/or Project Enhancements shall become the property of the County without restriction, pledge, limitation or encumbrance.

(30) **Sovereign Rights**. It is expressly understood that notwithstanding any provisions of this Agreement and the County's status hereunder:

a. The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project or the operation thereof, or be liable for the same; and,

b. The County shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

c. Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, or their successor entities, or any other County, Federal or State Department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement:

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
By its BOARD OF
COUNTY COMMISSIONERS on the

_____ day of _____, 2013

By: _____
County Mayor

ATTEST:

By: _____
Secretary

O.B. IVES ESTATES, LLC

By: _____
Andrew Hertz, President

By: _____
Eric Poms, Chief Executive Officer

EXHIBIT A

EXCERPT
OF
MINUTES OF MEETING OF SOLE MEMBER
OF
O.B. IVES ESTATES, LLC

The meeting of the Board of Directors of The Orange Bowl Committee, Inc. (the "OBC"), the sole member of O.B. Ives Estates, LLC (the "Company"), was held at the offices of Morrison Brown Argiz & Farra LLP, 1450 Brickell Avenue, 18th Floor, Miami, Florida 33131, on September 5, 2013, at noon, pursuant to due notice.

A quorum of the Board of Directors was present.

Andrew Hertz acted as Chairman and Kathleen Skelton acted as Secretary of the meeting.

The Chairman announced that a quorum was present and declared that the meeting was duly called.

After discussion and upon motion duly made and seconded, it was

RESOLVED, that, a charitable contribution in the amount of one million two hundred thousand dollars ($1,200,000), plus up to a ten percent thereof as a contingency for cost overruns be made by the OBC to the Company to be used exclusively to fund all costs and expenses incurred in connection with the renovation of Ives Estates District Park located at 20901 NE 16th Avenue (the "Property"), which is owned by Miami-Dade County to (1) convert an existing natural turf soccer field to an artificial turf field; (2) install a new scoreboard; and (3) acknowledge, through certain signage, the contributions of those sponsoring the enhancements made, and, to the extent that there are remaining funds upon completion of the foregoing, to be used for additional Project enhancements as mutually agreed upon by the Company and Miami-Dade County from the following prioritized list: (a) natural turf practice soccer field; (b) walkways; (c) shelters; (d) site furniture; (e) landscaping; and (f) other site improvements (collectively, the "Project"); and it is further

RESOLVED, that the proposed Project Cooperation Agreement between the Company and Miami-Dade County relating to the Project (the "Agreement"), in the form presented to the OBC Board, with such changes as may be agreed upon by the officers of the Company which approval shall be conclusively evidenced by the execution of the Agreement, is hereby approved and the officers of the Company, and each of them, are hereby authorized and directed to execute and deliver the Agreement and all related documents with respect to the transactions contemplated thereby and to

take all action as they may deem necessary or advisable with respect to the foregoing; and it is further

RESOLVED, that, the following individuals are the officers of the Company:

Frank Gonzalez	Chairman
Andrew Hertz	President
Yolanda Cash Jackson	Vice President
Eric Poms	Chief Executive Officer
Michael Saks	Chief Operating Officer
Brian Park	Chief Financial Officer
Shaun Davis	Treasurer
Ann Pope	Secretary
Carina Martinez	Director of Business Operations

RESOLVED, that the officers of the Company are hereby further authorized and empowered to execute and deliver any and all contracts, certificates, and instruments, to take any and all actions, and do any or all things as may be deemed necessary or appropriate to effectuate the intent and purposes of the foregoing; and it is further

RESOLVED, that all lawful actions by the officers of the Company which were taken on behalf of the Company prior to the effective date of this meeting are hereby ratified and approved in all respects; and it is further

EXHIBIT B

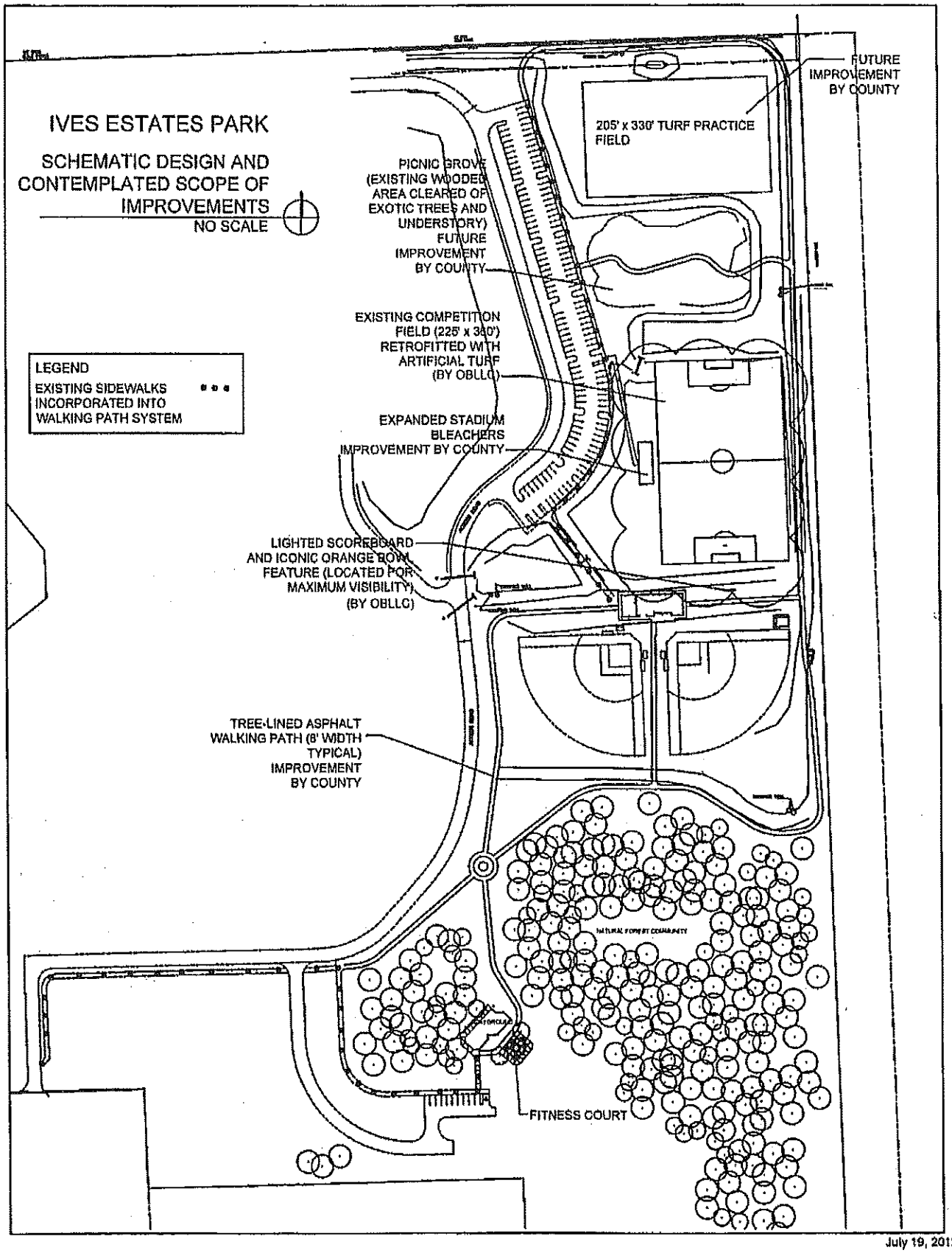
(1) conversion of an existing natural turf soccer field to an artificial turf field;

(2) install a new scoreboard;

(3) acknowledge, through signage that is consistent with this Agreement and all applicable laws and regulations, the contributions of those sponsoring the enhancements made through this Agreement,

all as set forth on Exhibit C which is incorporated by reference herein.

EXHIBIT C



July 19, 2012

EXHIBIT D

MEMORANDUM

Agenda Item No. 4(EE)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 8, 2001

FROM: Steve Shiver
County Manager

SUBJECT: Governmental Facilities
Hearing for Ives Estates Park
#00GF23

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the erection, construction and operation of Ives Estates Park. The item has been prepared by the General Services Administration at the request of the Park and Recreation Department and is recommended for approval.

LOCATION: North of NE 207th Street, lying between NE 16th Avenue and Interstate I-95 in Miami-Dade County, Florida.

PROPERTY INFORMATION: The Miami-Dade Park and Recreation Department proposes to develop Ives Estates Park, located north of NE 207th Street, between NE 16th Avenue and Interstate 95 (I-95). The 92.46-acre property, located on a former landfill, was purchased from the City of Miami Beach in 1995. The Board of County Commissioners approved the purchase on October 5, 1995, (Resolution R-1402-95) with the stipulation that the master plan be presented when the design phase was finalized. Since its purchase, the Department of Solid Waste Management and the Park and Recreation Department have been working to clear the site of surficial landfill debris and exotic vegetation, and to complete the site improvements necessary to fill, grade, sod/seed and access the site.

The park is designated as a district park designed to provide recreational opportunities for the estimated 290,000 residents who live within the neighboring North Miami-Dade communities. The park development plan includes the following recreational amenities: up to seven lighted baseball fields, one lighted batting cage area, up to six lighted basketball courts, 3 lighted roller hockey courts, five lighted soccer fields, 3 lighted volleyball courts, up to eight lighted tennis courts, an additional running track and field event area, and 4,000 linear feet of pathways and trails interspersed throughout the site. The plan also calls for nine 400 - 900 square foot picnic shelters, up to ten 900 - 1,600 square foot picnic shelters, two playgrounds, a large 20,000 - 35,000 square foot recreation center, two 2,000 - 4,000 square foot field centers, and two acres for park maintenance areas.

Unique to this particular park is a proposed family aquatic area on eight acres in the northeast corner of the property. The plan for this special attraction area at present is not fully defined. Parking is dispersed throughout the interior of the park as well as paved pedestrian pathways. The park plan will complement the existing recreational uses found within the Michael Krop Senior High School abutting the property to the west.

JUSTIFICATION: Development of the park with a variety of active and passive play areas will provide much needed recreational opportunities for area residents and students of the adjacent school.

DEVELOPMENT SCHEDULE: Initial design and construction of the youth ball field complex is expected to begin in the summer of 2001. This includes two ball fields, one soccer field, field center, parking and landscaping.

FUNDING SOURCES: A total budget of $4.2 Million is allocated for planning, design and development of the park. The breakdown is as follows: $1.2 Million in Impact Fees and $3.0 Million in Safe Neighborhood Park Bonds (SNP). Operational funding for maintenance will rely on General Fund allocations.

SITE REVIEW COMMITTEE: The Committee's task is to review projects subject to Section 33-303 of the Code of Miami-Dade County with regard to the public need for the proposed facility, its impact upon the surrounding community, and other similar considerations. The Committee reviewed this project on December 20, 2000. The Committee recommended the project's approval at that time.

COMMUNITY COUNCIL: The project was presented to Community Council #2 on April 4, 2001 and received unanimous recommendation by the Council Members.

PUBLIC HEARING: Section 33-303 of the Code of Miami-Dade County provides that, prior to the construction or operation of a facility in the unincorporated areas of Miami-Dade, a favorable public hearing before the Board of County Commissioners is required. The Board may only authorize use, construction and operation of such facilities after considering, among other factors, the public need for the facility, the type of function involved, existing land use patterns in that area and the nature of the impact of the facility on surrounding property. The attached report from the Miami-Dade County Site Review Committee addresses these factors.

MEMORANDUM

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: May 8, 2001

SUBJECT: Agenda Item No. 4(EE)

FROM: Robert A. Ginsburg
County Attorney

Please note any items checked.

_____ "4-Day Rule" (Applicable if raised)

_____ 6 weeks required between first reading and public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Statement of private business sector impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires a detailed County Manager's report for public hearing

_____ "Sunset" provision required

_____ Legislative findings necessary

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(EE)
5-8-01

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

RESOLUTION NO. R-479-01

RESOLUTION APPROVING THE ERECTION, CONSTRUCTION AND OPERATION OF IVES ESTATES PARK LOCATED NORTH OF NE 207TH STREET, LYING BETWEEN NE 16TH AVENUE AND I-95, IN COMPLIANCE WITH SECTION 33-303 OF THE CODE OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, and has conducted a public hearing in compliance with the provisions of Section 33-303 of the Code of Miami-Dade County, Florida,

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

Section 1. This Board hereby finds and declares that the erection, construction and operation of Ives Estates Park located north of NE 207th Street, lying between NE 16th Avenue and I-95, more specifically described as follows:

BEG 395.17FTW of SE ¼ COR OF SE ¼ OF SE ¼ OF NE ¼ CONT S 88 DEG W 275.01 FT N 02 DEG W 673.07 FT S 88 DEG W 671.22 FT N 02 DEG W 175.75 FT S 88 DEG W 513.77 FT N 36 DEG W 272.71 FT N 02 DEG W 1610.55 FT N 88 DEG E 1923.33 FT S 01 DEG E 2403.29 FT.

is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of Miami-Dade County, Florida, and in so finding, has considered, among other factors, the type of function involved, the public need therefor, the land use pattern in the area, and the nature of the impact on the surrounding property.

Section 2. This Board approves the recommendations in the attached memorandum and authorizes the County Manager to take appropriate action to accomplish them.

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

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	absent	Betty T. Ferguson	aye
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2001. 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.

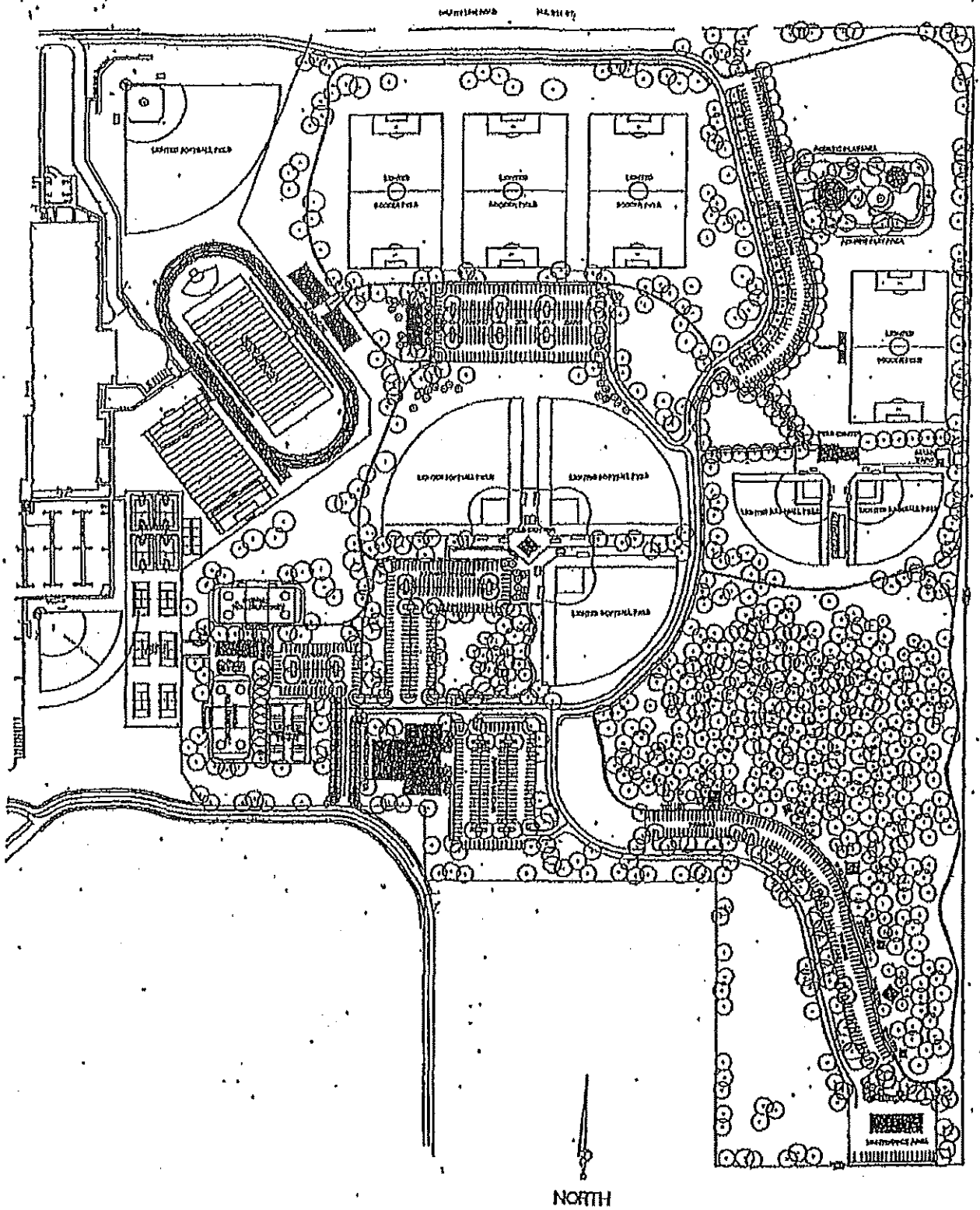
COUNTY COMMISSIONERS DADE COUNTY FLORIDA

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

HARVEY RUVIN, CLERK

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

By: KAY SULLIVAN
Deputy Clerk



Project Title
IVES ESTATES PARK
Drawing Title GENERAL PLAN

Miami-Dade County
Park and Recreation Department

MEMORANDUM

TO: Steve Shiver
County Manager

DATE:

FROM: Site Review Committee

SUBJECT: Governmental Facilities Hearing
Ives Estates Park
00GF23

RECOMMENDATION

This application was reviewed by the Site Review Committee. All committee members recommend approval of the Ives Estates Park Master Plan. The Miami-Dade County Site Review Committee's task is to review projects subject to Section 33-303 of the Code of Miami-Dade County with regard to the public need of the proposed facility, its impact upon the surrounding community, and other similar considerations.

BACKGROUND

The Miami-Dade Park and Recreation Department proposes to develop Ives Estates Park located north of NE 207th Street, lying between NE 16th Avenue and Interstate 95 (I-95.) The 92.46-acre property, located on a former landfill, was purchased from the City of Miami Beach in 1995. The Board of County Commissioners approved the 92.46-acre park purchase on October 5, 1995, (Resolution R-1402-95) with the stipulation that the master plan be presented once the design phase was finalized. Since its purchase, the Department of Solid Waste Management and the Park and Recreation Department have been working to clear the site of surficial landfill debris and exotic vegetation, completing site improvements necessary to fill, grade, sod/seed and access the site.

DESCRIPTION OF FACILITY FUNCTION

The park is designated as a district park designed to provide recreational opportunities for 290,000 residents who live within the neighboring North Miami-Dade communities. The park development plan includes the following recreational amenities: up to seven lighted baseball fields; one lighted batting cage area; up to six lighted basketball courts; three lighted roller hockey courts; five lighted soccer fields; three lighted volleyball courts; up to eight lighted tennis courts; an additional running track and field event area; 4,000 linear feet of pathways; and trails interspersed throughout the site. Additionally, the plan calls for nine 400-900 square foot picnic shelters, up to ten 900-1,600 square foot picnic shelters, two playgrounds, a large 20,000-35,000 square foot recreation center, two 2,000-4,000 square foot field centers, and two acres of maintenance area. Unique to this particular park is a proposed family aquatic area on eight acres in the northeast corner of the property. The plan for this special attraction area at present is not fully defined. Parking and paved pedestrian pathways are dispersed throughout the interior of the park. The park plan will complement the existing recreational uses found within the Michael Krop Senior High School abutting the property to the west.

COMPREHENSIVE DEVELOPMENT MASTER PLAN

The subject property, like the property to the south and School Board property to the west, is designated Industrial and Office on the Land Use Plan map. These two parcels were designated for Industrial Use prior to the County's purchase of the property. The property to the north, located in Broward County, is designated for residential use. Notwithstanding the Industrial designation of the parcel, parks are permitted within all urban land use designation.

EXISTING LAND USE PATTERN

As previously noted, the property abuts Michael Krop Senior High School to the west and I-95 to the east, residential uses to the north within Broward County, and mini-warehouses and a FDOT maintenance facility to the south.

IMPACT OF THE FACILITY ON SURROUNDING LAND USES

Except for the property to the north within Broward County, there are no residential uses in close proximity to this park site. Due to existing land use patterns, the primary access to the site will be from NE 16th Avenue, which serves the industrial area to the south connecting to Ives Dairy Road. No residential area will be directly affected by the proposed park facilities, as most are interior to the property.

STAFF RECOMMENDATIONS

The Department of Planning and Zoning makes the following recommendation:
Zoning Section

The Department feels that this application be approved, subject to the following conditions:

1. That a plot use plan be submitted to and meet the approval of the Director; said plan should include, among other things but not be limited to, location of building or buildings, types, sizes and location of signs, light standards, parking areas, exits and entrances, drainage, walls, landscaping, etc.
2. That in the approval of the plan, the same be basically in accordance with that submitted for the hearing entitled "Ives Estates Park," as prepared by the Miami-Dade County Park and Recreation Department, dated 7/29/99, consisting of one sheet.
3. That the use be established and maintained in accordance with the approved plan.
4. That the applicant submit to the Department of Planning and Zoning for its review and approval a landscaping plan which indicates the type of plant material and size, prior to the issuance of a building permit, and to be installed prior to final construction sign off.
5. That the night lighting for the athletic fields and courts and parking areas shall be designed so that any overspill of lighting onto adjacent properties shall be limited to not exceed one-half (1/2) foot candle power (vertical) and one-half (1/2) foot candle power (horizontal) illumination on adjacent properties or structures. An outdoor lighting installation shall not be placed in permanent use until a letter of compliance from a registered engineer or architect is provided stating that the installation has been field checked and meets the requirements as set forth above.

Planning Division
The Planning Division recommends approval of the proposed project based on the following conditions:

1. The applicant is requested to submit a more detailed site plan and landscape plan to the Department of Planning and Zoning - Planning Division for review and approval, in accordance with the Miami-Dade County landscape ordinance.
2. That street trees a minimum of 35 feet on center be planted in the right-of-way (ROW) of adjacent streets subject to approval from the Public Works Department.
3. Provide ADA compliant sidewalk treatments.

The Public Works Department – Right of Way Division makes the following recommendation:

The Department recommends approval of the proposed project and offers no comments.

The Public Works Department - Traffic & Highway Engineering makes the following recommendation:

1. Provide a continuous paved roadway with a minimum width of twenty feet and a paved walkway with a minimum with of five feet on NE 125th street, north side of park from NE 14th Avenue to park entrance, to be kept open for public use during hours of park operation.
2. Show traffic control devices such as stop, pedestrian crossing, advanced pedestrian crossing signs, stop bars, centerline, and crosswalk markings on all intersecting driveways to the main park roadway and at all other necessary locations within the park.
3. Be compliant to the sight distance triangle when placing landscaping at intersections.
4. Provide sidewalks on the east side of NE 16th Avenue from Ives Dairy Road through the park entrance to internal walkway system.
5. Provide paved pathways from parking areas to shelters.
6. Provide left and right turn storage bays at park entrance on NE 209 Terrace (east-west extension at NE 16 Avenue) to access park.

The Fire Rescue Department makes the following observation and recommendation:

The closest fire rescue station is Station 8, located at 2900 Aventura Boulevard. This station is equipped with a rescue, an engine and a platform. Fireflow of 2,000 GPM is required with hydrants spacing every 300 feet. Compliance with all applicable Life Safety and NFPA codes is required.

Radii requirements are as follows: Minimum of 58 feet for outside and minimum of 36 feet for inside radii.

The Miami-Dade Water & Sewer Department makes the following recommendation:
WATER:
Existing twelve (12) inch water main along NE 209 Street and NE 17th Avenue.
Any proposed water main extension inside the developer's property shall be a twelve (12) inch main with two points of connection.

SEWER:
Connect to an existing MH (Manhole) at NE 207 Street and NE 16 Avenue and extend north along NE 16 Avenue to a new eight (8) inch sewer to NE 209 Street. Any sewer extension inside the developer's property shall be 8-inch minimum.

The Department of Environmental Resources Management makes the following recommendation:

DERM has reviewed the subject application and has determined that it meets the minimum requirements of Chapter 24 of the Code of the Miami-Dade County, Florida. Accordingly, DERM may approve the application and it may be scheduled for public hearing. DERM has also evaluated the request insofar as the general environmental impact that may derive from it, and based upon the available information offers no objection to its approval.

Potable Water Supply and Wastewater Disposal:
Public water and public sanitary sewers can be made available to serve this site; therefore, connection of any proposed facility will be required.

Existing public water, and public sanitary sewer facilities and services meet the Level of Service (LOS) standards set forth in the Comprehensive Development Master Plan (CDMP). Furthermore, the proposed development order, if approved, will not result in a reduction in the LOS standards subject to compliance with the conditions stipulated by DERM for this proposed development order.

Notwithstanding the foregoing, in light of the fact that the County's sanitary sewer system has limited sewer collection/transmission and treatment capacity, no new sewer service connections can be permitted until adequate capacity becomes available. Consequently, final development orders for this site may not be granted unless adequate capacity in the sanitary sewer collection/transmission and treatment system is available at the point in time when the project will be contributing sewage to the system or if approval for alternative means of sewage disposal can be obtained. Use of an alternative means of sewage disposal shall be an interim measure, with connection to the public sanitary sewer system required upon availability of adequate collection/transmission and treatment capacity.

Water Conservation:
The Department will require that water conserving fixtures be incorporated into the design of the proposed project as required by the South Florida Building Code in order to use more efficiently the Southeast Florida water resources.

If irrigation is desired, drip irrigation techniques should be used where appropriate and should include the use of moisture sensors and rain shut-off devices. However, if a sprinkler system is utilized, the system should use low precipitation sprinkler and shall not throw water onto non-planted areas or off the property.

As for the landscape materials, applicable native plant materials and drought tolerant species are recommended for water conservation. Lists of these types of plants commonly available in the southeast region of Florida can be found in the Xeriscape, Plant Guide II published by the South Florida Water Management District.

Turf typically requires more water than ground covers and shrubs. The use of turf is therefore not recommended unless it is essential for parts of the project such as playing grounds and fields. Pursuant to the model Xeriscape Code published by the South Florida Water Management District, every effort should be made to limit the maximum area of turf to 40% or less of the entire landscaped area and to utilize low water demand grasses such as Bahia wherever feasible.

Further assistance in regard to these requirements can be provided upon request by the Water Supply Section of DERM.

Stormwater Management:
All stormwater shall be retained on site utilizing properly designed seepage or infiltration drainage structures. Drainage plans shall provide for full on-site retention of the stormwater runoff of a 5-year storm event. Pollution Control devices shall be required at all drainage inlet structures.

The applicant is advised that the construction and operation of the surface water management system is subject to compliance with the terms and conditions of Environmental Resource Permit No. ET13-0138321-001, issued by the Florida Department of Environmental Protection; and DERM Class VI Permit No. SWM 990921-1.

Site grading and development shall comply with the requirements of Chapter 11C of the Code of Miami-Dade County. Any proposed development shall comply with County and Federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in the Level of Service standards for flood protection set forth in the Comprehensive Development Master Plan, subject to compliance with the conditions required by DERM for this proposed development order.

Solid Waste Management and Disposal:
All plans for the development of the referenced site must be submitted for review and approval of DERM.

At least two feet of clean fill or an impervious surface is required in areas having less than two feet of clean fill over solid waste. Any solid waste encountered during any construction activities must be removed from the site and must be properly disposed. A clean material must be used as fill or to backfill the excavations.

Methane gas assessment must be performed in areas where solid waste was identified, at the property boundary, and within building pad areas or where an enclosed structure will be proposed. Methane monitoring during construction is also recommended in areas where solid waste is encountered. Additionally, the methane gas assessment should be performed using an instrument or method that monitors methane gas levels within the applicable concentration ranges.

Certification is required that all solid waste has been removed from the stormwater retention areas, including the solid waste that was documented in the stormwater retention area identified as Basin N-25.

Exposed solid waste in the areas designated as a Natural Forest Community, must be removed by hand and properly disposed. Prior to any work in the preserve, the DERM's Forest Resource Program must be contacted at 305-372-6585.

The groundwater monitoring required in the Environmental Resource Permit approved by the Florida Department of Environmental Protection (permit No. E1 13-0138321-001) must be continued.

Wetlands:
The subject site is not jurisdictional wetlands as defined in Chapter 24-3 and 24-58 of the Code; therefore, a Class IV Permit for work in wetlands will not be required by DERM.

Notwithstanding the above, permits from the Army Corps of Engineers (USACOE), the State of Florida Department of Environmental Protection (FDEP) and the South Florida Water Management District (SFWMD) may be required for the proposed project. The applicant is advised to contact these agencies concerning their permit procedures and requirements.

Tree Preservation:
On February 23, 2001 DERM reviewed the proposed site plan for Ives Estates Park located in Section 32, Township 51 South, Range 42 East, Miami-Dade County Florida. This site contains a Natural Forest Community of 10.19 acres as well as regular and specimen size trees. Section 24-60 of the Code requires the preservation of tree resources. A Miami-Dade County tree removal permit is required prior to the removal or relocation of any trees. The Park and Recreation Department is advised to contact DERM staff for permitting procedures and requirements prior to commencement of work on the site.

Concurrency Review Summary:
The Department has conducted a concurrency review for this application and has determined that the same meets all applicable LOS standards for an initial development order, as specified in the adopted CDMP for potable water supply, wastewater disposal and flood protection. Therefore, the application has been approved for concurrency subject to the comments and conditions contained herein.

This concurrency approval does not constitute a final concurrency statement and is valid only for this initial development order as provided for in the adopted methodology for concurrency review. Additionally, this approval does not constitute any assurance that the LOS standards would be met by any subsequent development order applications concerning the subject property.

In summary, the application meets the minimum requirements of Chapter 24 of the Code and therefore, it may be scheduled for public hearing; furthermore, this memorandum shall constitute DERM's written approval as required by the Code. Additionally, DERM has also evaluated the application so as to determine its general environmental impact and after reviewing the available information offers no objections to the approval of the request.

MIAMI-DADE COUNTY SITE REVIEW COMMITTEE

Application 00GF23
IVES ESTATES PARK

Jack Clark, Chief
Right-of-Way Division
Public Works Department

for Esther Calas, Assistant Director
Public Works Department
Traffic & Highway Engineering

Diane O'Quinn Williams,
Assistant Director
Planning and Zoning

Gregory A. Adkins, Section Supervisor
Zoning Evaluation/Plan Review
Planning and Zoning

Alyce M. Robertson, Assistant Director
Department of Environmental
Resources Management

for Barbara Matthews, Principal Planner
Capital Improvements and Planning
Fire and Rescue Department

Bernard McGriff,
Director
General Services Administration

Rafael Gallegos, P.E., Chief
Plans Review Section
Department of Water & Sewer

12

Miami-Dade Legislative Item
File Number: 010886

File Number: 010886 **File Type:** Resolution **Status:** Adopted
Version: 0 **Reference:** R-479-01 **Control:** County Commission

File Name: GOVERNMENTAL FACILITIES HEARING IVES ESTATES PARK **Introduced:** 4/9/2001

Requester: General Services Administration Department **Cost:** **Final Action:** 5/8/2001

Agenda Date: 5/8/2001 **Agenda Item Number:** 4EE

Notes: Title: RESOLUTION APPROVING THE ERECTION, CONSTRUCTION AND OPERATION OF IVES ESTATES PARK LOCATED NORTH OF NE 207TH STREET, LYING BETWEEN NE 16TH AVENUE AND I-95, IN COMPLIANCE WITH SECTION 33-303 OF THE CODE OF MIAMI-DADE COUNTY

Indexes: GOVERNMENT FACILITIES **Sponsors:** NONE

Sunset Provision: No **Effective Date:** **Expiration Date:**

Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	5/8/2001	4EE	Adopted				P
REPORT:	In response to Commissioner Sorenson's inquiry, Ms. Vivian Rodriguez, Director, Park and Recreation Department, stated the Department had worked with the appropriate environmental agencies in order to continue development of the property as a park.						
County Attorney	4/25/2001		Assigned	Joni Coffey		4/25/2001	
County Manager	4/25/2001		Assigned	County Attorney	5/8/2001		
REPORT:	G.S.A.						
County Manager	4/9/2001		Assigned	Alina Tejeda-	4/13/2001	4/24/2001	

Hudak

Legislative Text

TITLE
RESOLUTION APPROVING THE ERECTION, CONSTRUCTION AND OPERATION OF IVES ESTATES PARK LOCATED NORTH OF NE 207TH STREET, LYING BETWEEN NE 16TH AVENUE AND I-95, IN COMPLIANCE WITH SECTION 33-303 OF THE CODE OF MIAMI-DADE COUNTY

BODY
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, and has conducted a public hearing in compliance with the provisions of Section 33-303 of the Code of Miami-Dade County, Florida,

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

Section 1. This Board hereby finds and declares that the erection, construction and operation of Ives Estates Park located north of NE 207th Street, lying between NE 16th Avenue and I-95, more specifically described as follows:

BEG 395.17FTW of SE 1/4 COR OF SE 1/4 OF SE 1/4 OF NE 1/4 CONT S 88 DEG W 275.01 FT N 02 DEG W 673.07 FT S 88 DEG W 671.22 FT N 02 DEG W 175.75 FT S 88 DEG W 513.77 FT N 36 DEG W 272.71 FT N 02 DEG W 1610.55 FT N 88 DEG E 1923.33 FT S 01 DEG E 2403.29 FT.

is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of Miami-Dade County, Florida, and in so finding, has considered, among other factors, the type of function involved, the public need therefor, the land use pattern in the area, and the nature of the impact on the surrounding property.

Section 2. This Board approves the recommendations in the attached memorandum and authorizes the County Manager to take appropriate action to accomplish them.

HEADER
TO: Honorable Chairperson and Members DATE:
Board of County Commissioners

SUBJECT: Governmental Facilities
FROM: Steve Shiver Hearing for Ives Estates Park
County Manager #00GF23

STAFF RECOMMENDATION
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the erection, construction and operation of Ives Estates Park. The item has been prepared by the General Services Administration at the request of the Park and Recreation Department and is recommended for approval.

MANAGER'S BACKGROUND
LOCATION:
North of NE 207th Street, lying between NE 16th Avenue and Interstate I-95 in Miami-Dade County, Florida.

PROPERTY INFORMATION:
The Miami-Dade Park and Recreation Department proposes to develop Ives Estates Park, located north of NE 207th Street, between NE 16th Avenue and Interstate 95 (I-95). The 92.46-acre property, located on a former landfill, was purchased from the City of Miami Beach in 1995. The Board of County Commissioners approved the purchase on October 5, 1995, (Resolution R-1402-95) with the stipulation that the master plan be presented when the design phase was finalized. Since its purchase, the Department of Solid Waste Management and the Park and Recreation Department have been working to clear the site of surficial landfill debris and exotic vegetation, and to complete the site improvements necessary to fill, grade, sod/seed and access the site.

The park is designated as a district park designed to provide recreational opportunities for the estimated 290,000 residents who live within the neighboring North Miami-Dade communities. The park development plan includes the following recreational amenities: up to seven lighted baseball fields, one lighted batting cage area, up to six lighted basketball courts, 3 lighted roller hockey courts, five lighted soccer fields, 3 lighted volleyball courts, up to eight lighted tennis courts, an additional running track and field event area, and 4,000 linear feet of pathways and trails interspersed throughout the site. The plan also calls for nine 400 - 900 square foot picnic shelters, up to ten 900 - 1,600 square foot picnic shelters, two playgrounds, a large 20,000 - 35,000 square foot recreation center, two 2,000 -4,000 square foot field centers, and two acres for park maintenance areas.

Unique to this particular park is a proposed family aquatic area on eight acres in the northeast corner of the property. The plan for this special attraction area at present is not fully defined. Parking is dispersed throughout the interior of the park as well as paved pedestrian pathways. The park plan will complement the existing recreational uses found within the Michael Krop Senior High School abutting the property to the west.

JUSTIFICATION:
Development of the park with a variety of active and passive play areas will provide much needed recreational opportunities for area residents and students of the adjacent school.

DEVELOPMENT SCHEDULE:
Initial design and construction of the youth ball field complex is expected to begin in the summer of 2001. This includes two ball fields, one soccer field, field center, parking and landscaping.

FUNDING SOURCES:
A total budget of $4.2 Million is allocated for planning, design and development of the park. The breakdown is as follows: $1.2 Million in Impact Fees and $3.0 Million in Safe Neighborhood Park Bonds (SNP). Operational funding for maintenance will rely on General Fund allocations.

SITE REVIEW COMMITTEE:
The Committee's task is to review projects subject to Section 33-303 of the Code of Miami-Dade County with regard to the public need for the proposed facility, its impact upon the surrounding community, and other similar considerations. The Committee reviewed this project on December 20, 2000. The Committee recommended the project's approval at that time.

COMMUNITY COUNCIL:

The project was presented to Community Council #2 on April 4, 2001 and received unanimous recommendation by the Council Members.

PUBLIC HEARING:
Section 33-303 of the Code of Miami-Dade County provides that, prior to the construction or operation of a facility in the unincorporated areas of Miami-Dade, a favorable public hearing before the Board of County Commissioners is required. The Board may only authorize use, construction and operation of such facilities after considering, among other factors, the public need for the facility, the type of function involved, existing land use patterns in that area and the nature of the impact of the facility on surrounding property. The attached report from the Miami-Dade County Site Review Committee addresses these factors.

Home | Agendas | Minutes | Legislative Search | Lobbyist Registration | Legislative Reports
2012 BCC Meeting Calendar | Miami-Dade County Code of Ordinances | ADA Notice |

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E-mail your comments, questions and suggestions to Webmaster

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EXHIBIT E

CAD Standards, PDF and CD/DVD Requirements

This document describes the Miami-Dade Parks, Recreation and Open Spaces (PROS) Department standards for CAD drawings, PDF documents and CD/DVD/USB Flash's submittals.

CAD Standards

CAD Compliance Submittal review Requirements (format and content):

- All CAD files are to be submitted as an AutoCAD .DWG format. (version 2009)
- Custom menus or arx applications are not allowed if it creates a requirement for the drawing to be used. No menus, custom user interface (cui) files or arx applications are to be submitted.
- Each CAD drawing should represent a single printed sheet where the file name conspicuously identifies the sheet number using PROS File naming conventions.
- No .zip files are allowed.

CAD Standards (For a complete reference please review PROS CAD Standards Manual- December 2011):

- Title block
  - All sheets are to have a title block.
  - Title block information is to be on the right side of the sheet.
  - Title blocks shall contain the following information, as appropriate:
    - Date
    - Project Number
    - Park Facility Number
    - Project Name
    - Sheet Name
    - Sheet Number
    - A Key Plan
    - List of Revisions
    - Consultant Company Name
    - The A/E's Seal

- Layering Format
  - Use PROS CAD Standards

- Scale and Units
  - All objects are to be drawn at full scale for the assigned unit of measure.
  - All drawings are to have a unit of measure assigned and not set to "unitless". External references usage in CAD Documents

- Area of Work
    - CAD drawings shall include a boundary to define the Area of Work encompassing all areas, and only those areas where work is to be performed.

Portable Document Format (PDF) Requirements:

- All documents are to be created as PDF files from the original source files, unless approved otherwise in writing by Owner.
- PDF files shall reside in the same folder as the CAD version of the sheet.
- The CAD printer shall be Autodesk DWG to PDF.pc3 print configuration.
- Layer information shall not be included.
- All documents are to be created with a resolution of not less than 300 dpi.
- All fonts are to be embedded in the PDF.
- When compression is used, the algorithm must be LZW, CITT Group 4, or PackBits.
- The PDF document size must be the same as the original document size if the document were printed (e.g., a 24x36 print should have a PDF sheet size of 24x36).
- Each document must be submitted as a single file, as follows:
    - A single document, such as a pre-design report or design calculations is one file.
    - A single drawing is one file.
    - A document larger than 11x17 inches is defined as a single document and is one file.
- No .zip files are allowed.

CD (Compact Disc)/DVD (Optical Disc Storage) /USB Flash Drive Record Documents Requirements:

- All CD/DVD /Flash Drive record documents submittals, required by the Professional Services Agreement, will be reviewed and approved by the Owner for CAD compliance and to determine completeness of the documents provided.
- The consultant may request a CAD drawing compliance review at any time during the Project through the Project Manager.
- All CAD drawings shall be provided electronically to the Project Manager, for review

Contact Information

Please direct all compliance-related questions to:

Juan Carlos Garcia, CADD & Survey Manager
Miami-Dade Parks, Recreation and Open Spaces Department
275 NW 2 ST, Miami, Fl, 33128
Phone: 305-755-7907
Email: jcgarcl@miamidade.gov

EXHIBIT F

The accompanying forms are required for providing information that will be used to evaluate the responsibility and qualifications for satisfactory performance of the work:

1. Criminal Record Affidavit: The Bidder/Proposer shall comply with Miami-Dade County Ordinance No. 94-34, which requires any individual, corporation, partnership, joint venture or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten years to disclose this information prior to entering into a contract with or receiving funding from the County (Pages 4 and 5 of 15).

2. Listing of Subcontractors and Suppliers Form (Fair Subcontracting Practices): In accordance with Ordinance No. 00-30 (amending Ordinance No. 97-104), all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of $100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of $100,000 or more shall include, as part of their bid or proposal submission, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. It shall be a condition of award for the successful bidder to provide such a listing (Page 6 of 12).

   a. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.

   b. 'Subcontractor/Supplier Listing, SUB Form 100' may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County."

3. Lobbyist Registration for Oral Presentation Affidavit: For purposes of this section, "Bidder" shall mean principal, as defined in section 2-11.1(s)(1)(b) of the Code of Miami-Dade County. Bidder must furnish a completed and executed form titled: "Affidavit of Bidder regarding Miami-Dade County Lobbyist Registration for Oral Presentation." The affidavit will be signed by the Bidder or the Bidder's representative and shall state that the lobbyist is authorized to represent the Bidder. Failure of the Bidder to properly complete and submit this affidavit with the Bid Documents may render the Bidder non-responsible and the bid non-responsive and subject to rejection in accordance with Miami-Dade County Ordinance No. 92-27, and 03-107 as amended (Page 7 of 12).

4. Prohibition of Contracting With The County While In Arrears Affidavit: Pursuant to (Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and (Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67). The bidder shall verify the following by affidavit (Page 9 of 12).

a. The bidder has paid all delinquent and currently due fees or taxes (- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above bidder, have been paid.

b. The bidder is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the bidder has a controlling financial interest for purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity

5. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code) (Page 12 of 12).

6. Miami-Dade County Employment Disclosure Affidavit (County Ordnance No. 90-133. amending Section 2.8-1(d)(2) of the County Code) (Page 12 of 12).

7. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code) (Page 12 of 12).

8. Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95) (Page 12 of 12).

9. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code) (Page 12 of 12).

10. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code) (Page 12 of 12).

11. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code) (Page 12 of 12).

12. Miami-Dade County Family Leave Affidavit (Article V of chapter 11 of the County Code)

13. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code) (Page 12 of 12).

14. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 1IA-60 11A-67 of the County Code) (Page 12 of 12).

15. Collusion Affidavit: Pursuant to the Code of Miami-Dade County Section 2-8.1.1, 10-33.1 and Ordinance No. 08-113. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board may be cause for the Contractor to forfeit their bid/proposal bond (Pages 10 and 11 of 12).

Criminal Record Affidavit
(Miami-Dade County Ordinance No. 94-34)

Before me, the undersigned authority appeared _____ (print name), the _____ (print title) of _____ (print name of Bidder or Proposer), who attests that _____ (print name of Bidders or Proposer) as of the date of bid or proposal submission:

___ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

___ has been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

When the Proposer/Bidder is an individual:

By: _____ _____
(Signature of individual)

_____ _____
(Print name of individual) (Address)

When the Proposer/Bidder is a sole proprietorship or operates under a trade name:

_____
(Printed name of firm)

By: _____ _____
(Signature of individual)

_____ _____
(Printed name of individual) (Address)

When the Proposer/Bidder is a partnership:

_____
(Printed name of partnership)

By: _____
(Signature of partner)

_____ _____
(Printed name of partner)

_____
(Address)

When the Proposer/Bidder is a corporation:

_____
(Printed name of corporation)

(Corporate Seal)

By: _____
(Signature of President or Vice President and Capacity)

By: _____
(Printed name of President or Vice - President)

_____

_____
(Business address of corporation)

When the Proposer/Bidder is a Joint Venture:

_____
(Printed name of joint venture)

By: _____
(Signature)

_____
(Printed name of joint venture)

_____
(Business address of joint venture)

STATE OF FLORIDA_____)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by _____ on behalf of _____, who is personally known to me or has produced _____, as identification and who [ ] did [ ] not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Ordinance No. 97-104, and 00-30 as amended.

Listing of Subcontractors and Suppliers Form (Fair Subcontracting Practices): In accordance with Ordinance No. 00-30 (amending Ordinance No. 97-104), all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of $100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of $100,000 or more shall include, as part of their bid or proposal submission, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. It shall be a condition of award for the successful bidder to provide such a listing.

Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.

'Subcontractor/Supplier Listing, SUB Form 100' may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County."

Affidavit of Bidder Regarding Miami-Dade County Lobbyist Registration for Oral Presentation

(Miami-Dade County Ordinance No. 92-27, and 03-107 as amended)

(1) Project Title _____ Project No. _____
(2) Department _____
(3) Firm/Proposers Name _____
Address: _____ Zip _____
Business Telephone ( ) _____
(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation.

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff MUST register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the County Commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2.11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative _____

Title _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by

_____

_____ a
_____ (Individual, Officer, Partner or Agent)
(Sole, Corporation or Partnership)
who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgment)

_____
(Name of acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial No., if any)

FAIR WAGE AFFIDAVIT

Project No. **MDPROS Contract No.**
Project Name:

State of _____)
) SS
County of _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative _____

_____(Legal Name, Corporation, Partnership, Firm, Individual) hereinafter called the bidder or proposer, located at

_____ and that said bidder or proposer, shall pay all workers on the project minimum wage rates in accordance with ordinance 90-143, Section 2-11.16 of the Code of Metropolitan Dade County and labor Provisions of the Contract Documents.

Witness: _____

Signature Signature

Witness: _____ By:

Signature Legal Name & Title

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By _____ having the title of _____ with _____,

[ ] a _____ corporation [ ] a partnership [ ] a joint venture, on behalf of the
[ ] Corporation [ ] Partnership [ ] joint venture.

He/She is [ ] personally known to me, or
[ ] has produced _____ as identification.

Notary Signature:

_____

Type or print Name: _____

Notary Seal:

PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID
(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and
THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, _____, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the _____ (fill in the title of the position held with the Proposer) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes (including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: _____ _____, 20____
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/___
Printed Name of Affiant and Tile Number Federal Employer Identification

_____
Printed Name of Firm

_____
Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

by, _____. He/She is personally known to me or has presented

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public - State of _____ Notary Seal:

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section ***2-8.1.1*** and ***10-33.1)*** (Ordinance No. ***08-113)***

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

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

-OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____
_____ _____
_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ _____20_____
Signature of Affiant Date

_____ __/__-__/__/__/__/__/__/__/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this_____ day of _____ ,20__.

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____	_____
Signature of Notary	Serial Number
_____	_____
Print or Stamp Name of Notary	Expiration Date

Notary Public - State of _____

Notary Seal

Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

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

Contract No.: _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2 8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

_____ Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant

_____ Name of Firm _____ Date

_____ Address of Firm _____ State _____ Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____ Signature of Notary Public _____ Serial Number

_____ Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal

5/09/2008

EXHIBIT G

MIAMI- DADE COUNTY
FLORIDA

Department of Small Business Development

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM (CSBE)
ORDINANCE 97-52, AS AMENDED AND A.O. 3-22, AS AMENDED

PARTICIPATION PROVISIONS

THERE ARE THREE (3) CONTRACT MEASURES:
SET-ASIDES, TRADE SET-ASIDES, AND SUBCONTRACTOR GOALS

THE CSBE CONTRACT MEASURE(S)
APPLICABLE TO THIS PROJECT:

Set-Aside	
Trade Set-Aside	
Subcontractor Goals	

Trades identified by the Review Committee in determining CSBE measures are recommendations; however, other construction trades can be utilized to meet the CSBE goal.

THERE ARE TWO (2) PROGRAM INCENTIVES:
BID PREFERENCE AND SELECTION FACTOR

Bid Preference	
Selection Factor	

Department of Small Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-3111 Fax (305) 375-3160

Revised 4/5/2010

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A. Forms
1. Schedule of Intent Affidavit — SBD 400
2. Unavailability Certificate — SBD 303
3. Unavailability of a CSBE Due to Competitiveness — SBD 305A
4. Availability of Non-CSBE (Competitiveness) — SBD 305B
5. Monthly Utilization Report — M-300
6. Disbursement Authorization Form — SBD 306

B. Management and Technical Assistant Program
C. Mentor Protégé Program
D. Expedited Payment Process

Ordinance 97-52, 97-158 and 00-17, and this Administrative Order 3-22 as Amended, can be obtained from the Clerk of the Board located in the Stephen P. Clark Bldg., 111 N. W. 1st Street, Suite17-202.

I. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter, referred to as "Provisions".

1. *Advisory Board* means the CSBE Advisory Board created for the purpose of reviewing program activities and results, and for making recommendations to the Department of Small Business Development (SBD) and the Board of County Commissioners on matters pertaining to the program.

2. *Approval letter* means a document issued by SBD at the request of a CSBE or a bidder that, based on the written representations of the CSBE or bidder, finds a specified activity or scope of work consistent with normal industry practice.

3. *Available or Availability* means to have, prior to bid submission, the ability to provide construction services under a prime contract or first tier subcontract by having:

   a. reasonably estimated, uncommitted capacity and expertise;

   b. all licenses, permits, registrations and certifications;

   c. the ability to obtain bonding that is reasonably required to perform the contract or subcontract consistent with normal industry practice; and

   d. the ability to otherwise meet bid specifications.

4. *Bid* means a quotation, proposal, and letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, and letter of interest or offer to perform the contract.

5. *Bid Preference* means an amount deducted (for bid evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime County construction contract, which is not set-aside for bidding solely by CSBEs. Firms may claim a bid preference for Program Incentives such as Worker Training and Mentor-Protégé as outlined in Ordinance 97-52 as amended.

6. *Bidder* means any person, partnership, corporation or other business entity that submits a bid.

7. *Board* means the Miami-Dade County Board of County Commissioners of Miami-Dade County, Florida.

8. *Bonding Assistance* may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

9. *Broker* means an individual or business that acts as a conduit for the purchase of goods or services from a supplier and transfers funds to a non-CSBE in a manner that does not add economic value to the purchase of goods or services, except where such conduct is normal industry practice.

10. *Business day* is a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

11. *CSBE* means a construction related enterprise including a design-build firm, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: $10,000,000 for SIC 15/NAICS 233 - Building Construction, General Contractors and Operative Builders; $6,000,000 for SIC 16/NAICS 234 - Heavy Construction, other than Building Construction; or $5,000,000 for SIC 17/NAICS 235 - Specialty Trade Contractors. A CSBE shall be categorized by the type of construction it performs in accordance with the two-digit SIC code, or the six-digit NAICS code, of the Census applicable to such type of construction. A CSBE will graduate out of the program once it has exceeded these size limits based on its three-year average annual gross revenues.

    CSBE must be certified by the SIC or NAICS code, and classified into one of the three Contracting Participation Levels by the firm's average gross revenues for the past three (3) years. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, a CSBE must go through a pre-qualification process, which will be used to determine which of the three Contracting Participation Levels the CSBE will be placed in based on the firms three (3) year average gross revenues. The Contracting Participation Levels are as follows:

    1. Level I - 3 year average annual gross revenues of $0 - $2,000,000.

    2. Level II - 3 year average annual gross revenues above $2,000,000 but not exceeding $5,000,000.

    3. Level III - 3 year average annual gross revenues above $5,000,000 but not exceeding $10,000,000.

    A firm's eligibility to participate in the CSBE program and the Contracting Participation Level at which it will participate shall be determined based on the three year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CSBE where the individual net worth of any of its owners is more than one million, five hundred thousand dollars ($1,500,000). Representations as to gross revenues and net worth of owners shall be subject to audit.

12. *CSBE objective* means the objective of assuring that not less than 10% of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the CSBE Advisory Board, Forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 15/NAICS 233; forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller

prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 16/NAICS 234; and twenty percent (20%) of the foregoing objective may be accomplished in prime contracts falling within SIC 17/NAICS 235. The percentage of the overall CSBE objective allocated to each SIC/NAICS category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.

13. *Calendar day* means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m., and finishing at 11:59 p.m.

14. *Certificate of Unavailability* means a document signed by a CSBE stating that the CSBE is not available to participate on a specific project at a specific time.

15. *Certification List* means a list maintained by SBD that contains the names and addresses of currently certified CSBEs, sorted by trade, service, Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code, and Contracting Participation Level.

16. *Commercially useful function* means a contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: (1) the evaluation of the amount of work subcontracted; (2) normal industry practices; (3) the skills, qualifications, or expertise of the enterprise to perform the work; (4) whether the firm's personnel performs, manages, and/or supervises the work involved; and (5) other relevant factors.

17. *Commitment letter* means a letter signed by an officer or other authorized representative of a bidder or proposer for a County construction contract containing a second, third, or fourth tier subcontractor goal, which specifically commits the bidder or proposer to meet such subcontractor goal.

18. *Compliance Monitor* means the Director of SBD or his or her designee assigned to review and enforces compliance with Ordinance 97-52, as amended and this Administrative Order 3-22.

19. *Construction* means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.

20. *Construction Manager-at-Risk ("CM-at-risk")* replaces the general contractor and works for a fee with the County and the Architect through the design phase to contain the budget and schedule. The CM-at-risk provides a guaranteed maximum price ("GMP"), and bids the work out to local trade contractors. The CM-at-risk mobilizes to the site and manages the trade contractors for quality and schedule.

21. *Contract* means an agreement covered by this Administrative Order proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.

22. *Contract measure* means a contract set-aside, or a trade set-aside, or a subcontract goal, or a bid preference, or a selection factor, singly or in any combination.

23. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who has primary responsibility to manage the contract and enforce contract requirements.

24. *Contracting Participation Level* refers to the *level* in which a CSBE firm is classified based on the three (3) year average annual gross revenues of the applicant firm and that of all of the firm's affiliates. In addition, construction contracts of $5,000,000 or less (which may be reserved for limited competition among CSBEs) will be classified into one of the three Contracting Participation Levels based on estimated project cost. The three Contracting Participation Levels are:

    1. Level I.....3 year average annual gross revenues of $0 - $2,000,000.

    2. Level II.....3 year average annual gross revenues above $2,000,000 but not exceeding $5,000,000.

    3. Level III.....3 year average annual gross revenues above $5,000,000 but not exceeding $10,000,000.

    Prime contracts with estimated project construction costs in excess of $5,000,000 shall be "open market" contracts which all firms can bid on. CSBEs pre-qualified in one level (e.g., those in Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a $500,000 project which falls into Level I), However, lower level CSBEs may bid on higher level contracts (e.g., a Level I CSBE may bid on a Level II or a Level III project).

25. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.

26. *DPM* means the Miami-Dade County Department of Procurement Management.

27. *Debar* means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from County contracting and subcontracting for a specified period of time, not to exceed five (5) years.

28. *Graduation* means the CSBE has exceeded the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and will no longer be eligible for participation in the Program.

29. *Guaranteed maximum price ("GMP")* is the cost of the project that the CM-at-risk guaranteed will not be exceeded.

30. *Joint venture* means an association of two or more CSBEs. Joint ventures shall be subject to the size limitations set forth in this administrative order such size limitations include affiliates as set forth in Appendix A of Ordinance 97-52 as amended.

31. *Joint venture agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.

32. *Joint worth* for the purposes of the size limits established in Ordinance 97-52, as amended is defined as total assets minus total liabilities.

33. *Management & Technical Assistance (MTA)* means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Section XXI of this Administrative Order.

34. *Mentor-Protégé Program* is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. Specific details of the Mentor-Protégé Program are shown in Section XII (C) of this Administrative Order.

35. *Monthly Utilization Report (MUR)* means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set- asides or subcontractor goals, and submitted monthly, listing all work performed in the past month by the CSBE identified on the Schedule of Participation and all expenditures paid to date to the identified CSBE.

36. *North American Industry Classification System* (NAICS Code) is a code that was developed by the *Federal* Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.

37. *Pre-qualification* is defined under the definition of CSBE above.

38. *Primary Trade Contractor* means those contractors who directly contract with the CM-at-risk. This definition only applies to contracts for a construction manager-at-risk with a guaranteed maximum price.

39. *Program incentive* is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid or proposal on a specific project. The Program Incentives available are as follows:

    a. For participation in the Mentor-Protégé Program -up to 2% of bid price or up to 10% of the total evaluation points; and

    b. For participation in the Worker Training Program -up to 2% of bid price or up to 10% of the total evaluation points.

    c. Specific details of the program incentive are shown in Section XII of this Administrative Order.

40. *Qualifier* means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by Subsection (a) of Section 10- 3 of the Code of Miami-Dade County.

41. *Registered CSBE* means a business that has registered with the relevant County agencies to compete for County construction contracts and has declared, by registration for statistical purposes, to be a CSBE. If no registration system showing such declaration exists, this term means a business that has bid on a County construction contract and has declared to County staff or in a public document that it is a CSBE.

42. *Review Committee (RC)* -the County Manager shall establish an administrative procedure for the review of each proposed County contract to which this ordinance applies, including the establishment of a committee to recommend whether CSBE contract set-asides, trade set-asides or subcontractor goals provided in the ordinance should be applied.

43. *SBD* means the Miami-Dade County Department of Small Business Development.

44. *Schedule of Intent Affidavit* means a form contained in the bid documents of a CSBE contract set-aside or a contract with trade set-asides or subcontractor goals in which bidders list at the time of bid submission that all CSBEs must use to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work..

45. *Selection factor* means a percentage of total evaluation points added to the points scored by a proposer responding to a Request for Proposals (RFP) or a Request for Qualifications (RFQ) for a prime County construction contract which is not set-aside for competition solely among CSBEs.

46. *Services* mean construction, maintenance, painting, alteration, or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.

47. *Set-aside* means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is $5,000,000 or less.

48. *Standard Industrial Classification (SIC) or the equivalent NAICS code* is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.

49. *Subcontract* for the purposes of Ordinance 97-52, as amended means an agreement between a prime construction contractor and a Primary Trade Contractor, or a first, second, third, or fourth tier subcontractor.

50. *Subcontractor goal* means a proportion of a prime contract value stated as a percentage to be subcontracted at the first tier level, and another additional percentage to be subcontracted at the second, third, and/or fourth tier level, as outlined in this Administrative Order, to CSBEs to perform a commercially useful function. For County construction projects whose total estimated value is less than $25,000,000 only expenditures to CSBEs made under written first tier subcontracts executed by both the prime contractor and the CSBE shall be counted towards meeting the CSBE subcontractor goal. For County construction projects whose total

estimated value is equal to, or greater than, $25,000,000 the Review Committee shall recommend that a specific percentage of the expenditures be made to CSBEs under written first tier subcontracts, and that another additional percentage of the expenditures be made to CSBEs under second, third and/or fourth tier subcontracts.

51. *Successful Bidder* means the bidder to which the contract is awarded.

52. *Trade Set-aside* means that an entire Specialty Trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting among certified CSBEs (for example, the entire plumbing, roofing or electrical component of a specific contract is reserved for limited competition among certified CSBEs). No CSBE may be awarded more than one trade set-aside on any one specific miscellaneous construction contract.

53. *Unavailability Certificate* means a document signed by a CSBE stating that the CSBE is not available to participate on a specific project at a specific time.

54. *Work* means the provision of goods or services for construction projects.

55. *Worker Training Program* is a qualified training program or technical school or other such construction industry related training program, as approved by the CSBE Advisory Board.

II. GENERAL INFORMATION

These Provisions shall apply to every bid, request for proposals and contract to which a CSBE set-aside, Trade Set-aside or subcontractor goal is applied or where bidders claim a bid preference or selection factor. The phrase "CSBE contract measure(s)" means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures in the CSBE program indicated on the cover sheet apply.

Note: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

A. The bidder shall fully comply with these Provisions, which implement Miami-Dade County Ordinance 97-52 as amended, and this Administrative Order 3-22, respectively.

B. Miami-Dade County shall not award a contract to any bidder, which it determines, fails to comply with all the applicable requirements of these Provisions.

C. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor (SBD), at: Miami-Dade County (MDC) Department of Small Business Development (SBD) at 111 N. W 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160.

III. CERTIFICATION

A. A CSBE certification list is included as an appendix to assist bidder compliance with any subcontractor goal, set-aside, or Trade Set-aside established for this project. The

certification list is maintained and published at least every other week. Bidders must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Small Business Development (SBD) at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160.

B. Attached, as an example is a CSBE Certification List with a specified date. Certification lists are updated and issued at least every other week. Bidders *shall use the most recent Certification list available prior to bid opening. Certification lists may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours, or from SBD website, Miamidade.Gov.*

C. The firms on the Certification list will be identified by each SIC/NAICS category and each Specialty Trade the CSBE is certified in. SBD shall certify each CSBE by the type of construction they perform in accordance with the two-digit SIC or six digit NAICS code applicable to such type of construction for which the CSBE is licensed. A CSBE can be certified in an unlimited number of SIC/NAICS codes and trade categories. CSBEs certified in SIC 17/NAICS 235 (Specialty Trade Contractors) shall also be classified by trade category or categories in which they are licensed. Each CSBE will also be certified in a specific Contracting Participation Level based on the firm's 3-year average annual gross revenues.

D. In order to participate as a CSBE on this contract, a CSBE must have a valid certification in effect at the time of bid submittal. The CSBE must maintain certification from the time of bid submittal throughout the duration of the contract.

E. Joint Ventures.

Only joint ventures approved by SBD in accordance with the CSBE Administrative Order are eligible to participate as joint ventures in the CSBE program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CSBEs before the joint venture can be approved. Joint ventures can participate under the CSBE program on contracts with CSBE Trade Set-asides, subcontractor goals, bid preferences and selection factors.

IV. CONTRACT MEASURES

A. Contract Set-Asides

1. County construction contracts that are set-aside under the CSBE program are for bidding solely among CSBEs. In order to bid on a set-aside contract the bidder must be certified as a CSBE prior to bid submission date. A CSBE awarded a set-aside contract shall not transfer to a non-CSBE through subcontracting or otherwise any part of the actual work of the contract unless these bid documents expressly and specifically permit such transfer as consistent with normal industry practice or the CSBE requests in writing and receives prior to bid award an approval letter from SBD [for example, a CSBE general contactor needs to rent a particularly expensive piece of equipment with labor support to perform a specific task in the contract and requests approval from SBD].

2. CSBEs prequalified in one contracting capacity (e.g., those in contracting capacity Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a $500,000 project which falls into Level I). However, lower level CSBEs may bid on higher-level contracts (e.g. a Level I CSBE may bid on a Level II or a Level III project).

3. A CSBE that performs the work of the set-aside contract with its own forces may count such work towards reducing the CSBE goal applied to the contract by a maximum of one hundred (100) percent.

4. Bidders on set-asides, that cannot demonstrate their compliance with the requirements of Section IV, A1, shall be found to be in non-compliance with these provisions.

5. Bidder's Responsibilities for Contract Set-Asides: \

   a. Bidders on set-asides must submit a completed Schedule of Intent Affidavit (Form SBD 400) at the time of bid submission. Bidders who fail to submit the Schedule of Intent Affidavit shall be considered non-responsive; and

   b. Bidders must submit a Schedule of Intent Affidavit (Form SBD 400) to the person or office to whom the bid was submitted on the bid submittal due date. Defective Schedule of Intent Affidavits that is incomplete or inaccurate upon notification by the Department of Small Business Development, bidders may correct defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after bid submission. Failure to submit the required Schedule of Intent Affidavit or commitment letter at the time of bid submission shall render the bid non-responsive. Examples of defects include, but are not limited to improperly executed letters, the listing of an unidentifiable CSBE and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule of Intent Affidavit. Bidders who fail to submit the Schedule of Intent Affidavit shall be considered non-responsive.

6. The following shall constitute a violation of these Provisions as they relate to a contract that is set-aside:

   a. Submission of a Schedule of Intent Affidavit (Form SBD 400) of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;

   b. After bid submission due date, deviation from the Schedule of Intent Affidavit without the written approval of the Compliance Monitor;

   c. The utilization of a non-certified CSBE.

   d. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;

e. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;

f. Failure to submit monthly utilization reports;

g. Failure to maintain certification;

h. Failure to comply with CSBE certification requirements including not maintaining a place of business in Miami-Dade Count), not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

i. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or

j. Unjustified failure to enter into a written subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit."

B. Trade Set-Asides

1. The purpose of a Trade Set-Aside is to have the entire Specialty Trade component(s) of a County miscellaneous construction contract to be performed by available first tier subcontractors that are certified CSBEs. Trade Set-asides may be applied to a miscellaneous construction contract as individual work orders are processed through SBD and the RC.

2. Bidder Responsibilities for Trade Set-aside:

a. Bidders on contracts to which a Trade Set-aside has been applied must submit a completed Schedule of Intent Affidavit at the time of bid submission. The Schedule of Intent Affidavit constitutes a written representation by the bidder that, to the best of the bidder's knowledge, the CSBEs listed are qualified and available to perform as specified. The Schedule of Intent Affidavit is a commitment by the bidder that, if awarded the contract, it will enter into written subcontracts with the identified CSBE for the scope of work at the percentage set forth in the Schedule of Intent Affidavit.

b. All bidders must submit Schedule of Intent Affidavits to the person or office to whom the bid was submitted by the bid submission due date. Upon notification by the Department of Small Business Development, bidders may correct defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after bid submission. Failure to submit Schedule of Intent Affidavits within the specified time shall render the bid non-responsive. Failure to correct identified defects on the Schedule of Intent Affidavit within forty-eight hours, upon notification by the Department of Small Business Development shall render the bid non-responsive. Submission of a defective form shall render the bid voidable.

c. In contracts with Trade Set-asides for CSBEs, a CSBE shall be counted toward meeting the goal for one Contracting Participation Level only. The

prime bidder shall declare at bid submission toward which Trade Set-aside the CSBE business enterprise shall count.

d. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor.

e. Bidders who *fail* to submit the Schedule of Intent Affidavit shall be considered non-responsive.

f. Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of an unidentifiable CSBE, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.

g. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE Trade Set-aside with its own forces.

h. Reporting of Bidders' Subcontracting Policies and Procedures.
As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts. (Dade County Ordinance 97-35).

3. The following shall constitute non-compliance with these Provisions as they relate to a contract with a Trade Set-aside:

a. Submission of a Schedule of Intent Affidavit of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;

b. After bid submission due date, deviation from the Schedule of Intent Affidavit without the written approval of the Compliance Monitor;

c. The utilization of a non-certified CSBE for the Trade Set-aside;

d. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which a non-CSBE firm; is performing;

e. prime contractor not meeting the CSBE Program Trade Set-aside requirements;

f. Failure to submit monthly utilization reports;

g. Failure of the CSBE to maintain certification;

h. Deviations from the Schedule of Intent Affidavit without prior approval from SBD;

i. Termination of the CSBE's contract without prior approval from SBD;

j. Reduction of the scope of work of a first tier CSBE subcontractor without prior approval from SBD;

k. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;

l. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit.

C. Subcontractor Goals

1. The Purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified CSBEs for contract values totaling not less than the percentage of the prime contract value set out in the bid form. Subcontractor goals may be applied to a contract when estimates made prior to bid advertisement identify the quality; quantity and type of opportunities in the contract and CSBEs are available to afford effective competition in providing a percentage of these identified services.

   Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

2. After a bid is advertised or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission or if the Public Health Trust executes the contract. Bid documents shall include documentation demonstrating the basis for subcontractor goals established in the contract. Any bidder may challenge or protest the goal by submitting to SBD or the Contracting Officer, no later than ten (10) business days prior to the scheduled bid submission date, the reasons for such challenges or protests in writing. Challenges or protests to a CSBE goal by bidders after that time, or based on reasons not provided in writing within the time frame stated above, shall not be considered by the County Commission.

3. The Project Worksheet for establishing the stated subcontractor goal is included as part of the bid package.

4. Bidder Responsibilities for Subcontractor Goals:

   a. With the exception of contracts for a construction manager-at-risk as noted below where a first tier subcontractor goal has been imposed, bidders must submit a completed Schedule of Intent Affidavit form at the time of bid submission identifying all CSBEs to be utilized to meet the first tier subcontractor goal, the trade designation of work each will perform, and the percentage of such work. Pursuant to section X.5. of these provisions, any bidder that failed to meet an established CSBE goal shall submit a CSBE Make-up Plan and corresponding Schedule of Intent Affidavit as part of the bid or proposal at the time of bid submittal. Failure to include the required Schedule of Intent Affidavit with bids or proposals shall result in the submittal being deemed nonresponsive. Upon notification by the

Department of Small Business Development, bidders may cure correctable defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after bid submission. Correctable defects may include: percentage of work not identified for subcontractor on SOI signed by subcontractor, no signature of subcontractor on the SOI and no signature of prime contractor on the SOI. Non-correctable defects may include: blank SOI (not listing the subcontractor's name and scope of work and percentage of work to be performed) or no make-up plan submitted with bid documents when there is a goal deficit. All responsive bids will be opened 48 hours after the bid submission due date and non-responsive bids will not be opened.

The Schedule of Intent Affidavit constitutes a written representation by the bidder that, to the best of the bidder's knowledge the first tier CSBEs listed are qualified and available to perform as specified. The Schedule of Intent Affidavit is a commitment by the bidder that if awarded the contract, it will enter into written subcontracts with the identified first tier CSBEs for the scope of work at the price set forth in the Schedule of Intent Affidavit. Where a second, third and fourth tier subcontractor goal has been imposed, bidders must submit a commitment letter committing the bidder to meet such goal.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the Primary Trade Contractors shall submit the list of first-tier CSBE subcontractors at the time of bid submission to the CM-at-risk. All Primary Trade Contractors shall submit Schedule of Intent Affidavits for all subcontractors listed on the list of first-tier CSBE subcontractors within two business days of the date of bid submission date to the CM-at-risk. Failure to submit the required documents within the required time frames may render the bid non-responsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the use of CSBEs at the Primary Trade Contractor level and the level of contractors that directly contract with the Primary Trade Contractors, count towards the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded counts towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded by shall not count towards fulfillment of the first-tier subcontractor goal.

For contracts for a construction manager-at-risk, the construction manager-at-risk shall be responsible for administering and implementing the requirements of Ordinance 97-52 as amended and this Administrative Order, on the contract

1. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first, second, third, and/or fourth tier CSBE

subcontractor utilized to meet a first, second, third or fourth tier subcontract goal.

2. Bidders who fail to submit the required Schedule of Intent Affidavit or commitment letter at the time of bid submission shall be considered non-responsive.

3. Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of an unidentifiable CSBE, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.

b. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.

c. Reporting of Bidders Subcontracting Policies and Procedures.
As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts (Dade County Ordinance 97-35).

d. Bidders whose bid do not meet the specified goal and who do not prove lack of availability are not in compliance with these provisions, except as noted in C (4)(i) below.

e. Expenditures to subcontracting CSBEs shall be counted toward meeting specified goals as follows:

1. One hundred percent (100%) of the expenditures to a CSBE that perform a commercially useful function in the supply of services required for the fulfillment of the contract;

2. One hundred percent (100%) of the expenditures to CSBEs that subcontract work further to non-CSBEs, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;

3. One hundred percent (100%) of the expenditures to CSBEs that perform actual work with their own forces;

4. None of the expenditures to a CSBE that acts essentially as a conduit to transfer funds to a non-CSBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;

5. Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall

be counted towards meeting a first tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

6. Reporting of bidders' Subcontracting Policies and Procedures.

   As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts. (Dade County Ordinance 97-35).

f. Bidders shall take all necessary and reasonable steps in accordance with these Provisions to ensure that CSBEs have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by CSBEs so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down subcontracts into economically feasible units to facilitate CSBE participation.

g. With the exception of contracts for a construction manager-at-risk as noted above where a first tier subcontractor goal has been imposed, bidders must submit a Schedule of Intent Affidavit form as part of the bid package at the time of bid submission identifying all CSBEs to be utilized to meet the first tier subcontractor goal, the trade designation of work each will perform, and the dollar value of such work. On contracts where a second, third and fourth tier subcontractor goal has been imposed, bidders must also submit a commitment letter at the time of bid submission committing the bidder to meet such goal. Failure to submit the required Schedule of Intent Affidavit within the specified time shall render the bid non-responsive. Failure to submit the required commitment letter at the time of bid submission shall render the bid non-responsive. Submission of a defective form shall render the bid voidable. Expenditures to first tier CSBEs on a Schedule of Intent Affidavit that are not confirmed by a properly executed Schedule of Intent Affidavit shall not count toward the goal.

   For contracts for a construction manager-at-risk with a guaranteed maximum price, the Primary Trade Contractors shall submit the list of first-tier CSBE subcontractors at the time of bid submission to the CM-at-risk. All Primary Trade Contractors shall submit letters of intent for all subcontractors listed on the list of first-tier CSBE subcontractors within two business days of the date of bid submission date to the CM-at-risk. Failure to submit the required documents within the required time frames may render the bid non-responsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

   For contracts for a construction manager-at-risk with a guaranteed maximum price, the use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors, count towards the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-risk exceeds the first-tier CSBE

subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded counts towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded by shall not count towards fulfillment of the first-tier subcontractor goal.

For contracts for a construction manager-at-risk, the construction manager-at-risk shall be responsible for administering and implementing the requirements of Ordinance 97-52 as amended, and this administrative Order, on the contract

h. With the exception of contracts for a construction manager-at-risk as noted above, in order to assure at the time of bid submission, agreement upon the above information between the bidder and the first tier CSBE subcontractor so identified, bidders must submit Schedule of Intent Affidavits signed by the identified first tier CSBE subcontractor to the Contracting Officer by bid submission date. Failure to submit Schedule of Intent Affidavits signed by the affected CSBE within the specified time may render the bid non-responsive. Submission of a defective form may render the bid voidable.

i. Bidders whose bids do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by bid submission due date, evidence proving the lack of available CSBEs to afford effective competition to provide the services to meet the goal. To prove lack of availability, bidders must submit the following:

1. Unavailability Certificates either completed and signed by all of the CSBEs available to perform the scopes of work are completed and signed by the bidder explaining the contacts with all of the CSBEs available to perform the scopes of work, statements or actions of the CSBEs showing unavailability, and the reason(s) why the CSBEs' signature could not be obtained;

2. A listing of any bids received from a CSBE, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid;

3. A statement of the bidder's contacts with SBD for assistance in determining available CSBE's,

4. A description of the bidder's process for soliciting and evaluating bids from CSBEs, including copies of telephone logs detailing time, date and name of contacts with potential subcontractors;

5. Bidders may establish a CSBE as unavailable if its bid is not reasonably competitive with comparable bids of non-CSBEs for the same scope of work. To establish a CSBE as unavailable if its bid is not considered reasonably competitive, the prime bidder must furnish SBD with copies of all bids received from all firms, both CSBEs and non-CSBES, for each specific scope of work for which they are claiming that the bid is not reasonably competitive. A CSBE's bid

will be considered reasonably competitive if its bid, for the same scope of work, is within 25% of the bid of comparably sized non-CSBE firms. Bidders must submit SBD Form 305A "Unavailability of a CSBE Due to competitiveness" to the Contracting Officer by bid submission due date. Failure to submit SBD Form 305A within the specified time shall render the bid non-responsive. Submission of a defective form shall render the bid voidable;

6. The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD, in writing, at least one week prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such-lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal; and

7. On contracts in excess of $25 million which have subcontractor goals, the prime contractor shall be required during the term of the contract to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

Bidders whose bid does not meet the specified goal, and who do not prove lack of availability as indicated in C(4)(i)(1) above, are not in compliance with this Administrative Order.

5. The following shall constitute non-compliance with these Provisions as they relate to a contract, which has a CSBE subcontractor goal:

a. The utilization of a non-certified CSBE.

b. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;

c. A prime contractor not meeting CSBE Program subcontractor goal requirements;

d. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;

e. Failure to submit monthly utilization reports;

f. Deviations from the Schedule of Intent Affidavit or listing of first tier subcontractors as required on a contract without prior approval from SBD;

g. Termination of the CSBE's contract without prior approval from SBD.

h. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD. Reduction of the scope of work of a second,

third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;

i. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or

j. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit or on a list of first tier subcontractors as required on a CM-at-risk contract. Unjustified failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.

NOTE: **Trades identified by the Review Committee in determining CSBE measures are Recommendations; however, other construction trades can be utilized to meet the CSBE goal.**

V. PROGRAM INCENTIVES

A. Bid Preference Eligibility

Bidders claiming a bid preference as a result of participation in the CSBE Mentor-Protégé or Worker Training Program shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. To qualify for the bid preference, the bidder must:

1. Have been actively and successfully participating in a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the bid submittal date for the bid for which the bid preference is being sought; or

2. Be currently participating in, or currently providing significant funding for, a CSBE Advisory Board-approved Worker Training Program; or

3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the bid submittal date for the bid for which the bid preference is being sought.

SBD shall determine whether the bidder has been actively and successfully participating in or has successfully completed a SBD-approved Mentor-Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the bid preference.

A bid preference resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The bid preference for the Mentor-Protégé Program is up to 2% of the bid price based on the sliding scale shown in Table I on the following page; the bid preference for the Worker Training Program is up to 2% of the bid price based on the sliding scale shown in Table I on the

following page. The bid preference shall be calculated and subtracted from the total bid price. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

Table 1: Sliding Scale for Bid Preference

Estimated Project Cost	CSBE Bid Preference Incentive
>$0 <=$75,000	2.0% of total bid price
>$75,000 <=$125,000	1.0% of total bid price
>$125,000 <=$250,000	0.8% of total bid price
>$250,000 <=$500,000	0.6% of total bid price
>$500,000 <=$1,000,000	0.4% of total bid price
>$1,000,000	0.2% of total bid price

B. Selection Factor Eligibility

Proposers claiming a selection factor based on participation in the CSBE Mentor-Protégé or Worker Training Program must complete and submit with their proposal a claim for such a selection factor. To qualify for the selection factor, the proposer must:

1. Have been actively and successfully participating in a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the proposal submittal date for the proposal for which the selection factor is being sought; or

2. Be currently participating in or currently providing significant funding for a CSBE Advisory Board-approved Worker Training Program; or

3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the proposal submittal date for the proposal for which the selection factor is being sought.

SBD shall determine whether the proposer has been actively and successfully participating in, or has successfully completed, a SBD-approved Mentor-Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the selection factor.

A selection factor resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The selection factor for the Mentor-Protégé Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below; the selection factor for the Worker Training Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below.

Table 2: Sliding Scale for Selection Factor

Estimated Project Cost	CSBE Selection Factor Incentive
>$0 <=$75,000	10.0% of total evaluation points
>$75,000 <=$125,000	5.0% of total evaluation points
>$125,000 <=$250,000	4.0% of total evaluation points
>$250,000 <=$500,000	3.0% of total evaluation points
>$500,000 <=$1,000,000	2.0% of total evaluation points
>$1,000,000	1.0% of total evaluation points

Any evaluation/selection committee formed to evaluate a proposal with a CSBE selection factor shall include a voting representative from SBD.

VI. DESIGN BUILD CONTRACTS

The construction portion of the design-build contract is subject to the procedures in these Provisions.

VII. PRE-AWARD COMPLIANCE

A. Compliance Review

1. The Compliance Monitor shall review bidder's submission for compliance with these Provisions on every contract to which a CSBE contract set-aside, Trade Set-aside or subcontractor goal has been applied. The Compliance Monitor shall also review bidders claiming a bid preference or selection factor. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the bidder's bid is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the bidder to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.

2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. The bidder may request a meeting within five (5) business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.

3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.

4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of bidder's non-compliance with these Provisions. The Contracting Officer shall notify the bidder of such non-compliance. The

bidder may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Section VII (A)(2) above. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.

5. The Contracting Officer in conjunction with the Compliance Monitor may conduct an informal meeting with the bidder. Other parties may be invited to offer information relevant to the issue of the bidder's non-compliance.

6. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. A copy of such recommendation shall be sent to the bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

7. Consideration of Other Bids.

   If the Contracting Officer or Compliance Monitor deem it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional bidders at the same or different time with each such proceeding to be separately conducted.

8. Failure of Bidder to Participate.

   The bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.

9. Miami-Dade County shall not award this contract to any bidder, which it determines, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any bidder from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the contract document.

VIII. PROMPT PAYMENT

It is the County's intent that all firms, including CSBEs providing construction services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

A. PRIME CONTRACTOR RESPONSIBILITIES

1. A prime contractor shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CSBE subcontractors utilized to meet the subcontractor goal applicable to the contract

which the contractor approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust. A prime contract which contains a second, third or fourth tier subcontractor goal shall require all subcontractors in direct privity with a second or lower tier CSBE subcontractor, and all successive subcontractors on up to and including the first tier subcontractor level, to include portions of any lower tier CSBE subcontractor's billings which are approved by such subcontractors and are included in any payment amount they request.

2. Prime construction contracts to which a CSBE Trade Set-aside or subcontractor goal has been applied shall require that billings from CSBEs at whatever tier level for which the contract measure has been applied, shall be promptly reviewed and payment made to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment thereof. The foregoing obligation to promptly review and pay CSBE billings shall apply to prime contractors and subcontractors who are in direct privity with the CSBE and to each successive subcontractor on up the line to the level of prime contractor. The foregoing notwithstanding, the prime contractor (or subcontractor) shall pay billings from CSBE subcontractors with whom they are in direct privity that are not in dispute within the time frame recommended by the CSBE Advisory Board and implemented by Administrative Order 3-22, as amended, and approved by the Board of County Commissioners.

3. The prime contractor on a prime construction contract to which a CSBE Trade Set-aside or a first tier subcontractor goal has been applied shall inform SBD, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that subcontractors in direct privity with any CSBE utilized to meet such lower tier subcontractor goal, shall inform the affected CSBE in writing, with copies to the prime contractor and SBD, of those amounts of such CSBE's billings that are disputed and the specific reasons thereof within seven (7) calendar days of submittal of such billing from the CSBE.

4. Failure of the prime contractor to comply with the applicable requirements of Section VIII (A) (3) above shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that a subcontractor in direct privity with a CSBE utilized to meet such goal who fails to comply with the applicable provisions of subsection (A)(3) above shall result in such subcontractor's forfeiture of the right to use the dispute as justification for not paying the CSBE subcontractor and payment shall be forthcoming from such subcontractor.

COUNTY RESPONSIBILITIES

1. Bid documents for contracts with CSBE contract set-asides, Trades Set-asides or subcontractor goals shall require that billings from contractors under prime

construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.

2. SBD may investigate reported instances of late payment to CSBEs.

FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal and make payment on those amounts not in dispute within fourteen (1 4) calendar days of receipt of billing.

IX. POST AWARD COMPLIANCE AND MONITORING

SBD shall monitor and enforce the compliance of the Successful Bidder with the requirements of these Provisions during the duration of the contract and for up to one year after completion of the work or full payment of contract obligations, whichever comes last.

A. Approval of Subcontracts

The Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit, or listing of first tier subcontractors as required by the CM-at-risk contract. The Successful Bidder shall enter into a written subcontract with each listed first tier CSBE subcontractor and shall thereafter neither terminate any such subcontract nor reduce the scope of work to be performed by or decrease the price to be paid to the first tier CSBEs thereunder without in each instance-obtaining prior written approval of the Contracting Officer. On contracts where a second, third or fourth tier subcontractor goal has been imposed, the Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts executed by both the next tier level subcontractor and the lower tier CSBE subcontractor corresponding to the information provided to SBD in Section IV(C)(4)(i)(7) above. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

B. Access to Records

Successful Bidders and CSBEs shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract set-aside, Trade Set-aside or subcontractor goal applied to the contract or relating to CSBE compliance with certification requirements. Such books and records include, but are not limited to, corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the bidder or the CSBE and other entities. This right of access shall be granted for one year after completion of the work or full payment of contract

obligations, whichever comes last, or for one year after the expiration of CSBE certification.

C. Access to Job Site

Successful Bidders and CSBEs shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

D. Monthly/Quarterly Reporting

The Successful Bidder on a project that is a CSBE contract set-aside or on a project with CSBE Trade Set-asides or subcontractor goals shall submit monthly a Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the Successful Bidder. The Utilization Report is to be completed by the Successful Bidder. Where a first tier subcontractor goal has been imposed, the Utilization Report shall include information on CSBEs utilized to meet such first tier subcontractor goal. Where a second, third and fourth tier subcontractor goal has been imposed, the Utilization Report shall also include information on CSBEs utilized to meet such goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County. In addition to the above requirements on County contracts in excess of $25 million which have subcontractor goals the prime contractor shall be required, during the term of the contract, to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

E. Deviations from the Schedule of Intent Affidavit

a. In the event that during the performance of a contract a first tier CSBE is not able to provide the services specified on the Schedule of Intent Affidavit or the listing of first tier subcontractors required on a CM-at-risk contract, the Successful Bidder must locate a CSBE to substitute for the unavailable first tier CSBE unless the bidder can prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Schedule of Intent Affidavit or listing of first tier subcontractors as required on a CM-at-risk contract to include the substitute first tier CSBE and a Letter of Intent from the substitute first tier CSBE. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A Successful Bidder that cannot secure a substitute first tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17/NAICS 235 must be contacted in order to prove lack of an available CSBE.

In the event that during the performance of a contract where a second, third or fourth tier subcontractor goal has been imposed a second, third or fourth tier CSBE that is not able to provide the services specified to SBD in Section IV(C)(4)(i)(7) above, the Successful Bidder must locate a CSBE to substitute for the unavailable second, third or fourth tier CSBE unless the bidder can-prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A Successful Bidder that cannot secure a substitute second, third or fourth tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17/NAICS 235 must be contacted in order to prove lack of an available CSBE.

b. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with contract set-asides, Trade Set- asides or subcontractor goals applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of first tier CSBEs from that described on the Schedule of Intent Affidavit or on the listing of first tier subcontractors as required by a CM-at-risk contract, or deviations in the utilization of second, third or fourth tier subcontractors from the information provided to SBD in Section IV(C)(4)(i)(7) above on contracts where a second, third or fourth tier subcontractor goal has been imposed, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the contract that shall be monitored include, but are not limited to:

1. Termination of a CSBE's subcontract;

2. Reduction in the scope of work to be performed by a first tier CSBE or reduction in the scope of work to be performed by a second, third or fourth tier CSBE utilized to meet a second, third or fourth tier subcontractor goal;

3. Modifications to the terms of payment or price to be paid to a CSBE; or

4. Failure to enter into a contract with a CSBE being utilized to meet a first, second, third or fourth tier subcontractor goal.

c. Excuse from Entering into Subcontracts

If, prior to execution of a subcontract required by this Administrative Order, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the

award of the contract, a CSBE who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available,-the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subcontracts

If, after execution of a subcontract required by this Administrative Order, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware, until subsequent to the date of execution of such subcontract, a CSBE, who entered into such subcontract has committed a material breach of the subcontract, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. County's Determination of Bidder's Excuse or Termination

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Administrative Order and without such subcontract the Successful Bidder will not achieve the level of CSBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available CSBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a revised Schedule of Intent Affidavit or listing of first tier sub-contractors as required on a CM-at-risk contract and Schedule of Intent Affidavit to include the substitute first tier CSBE. For contracts where the Successful Bidder is requesting substitution of a second, third or fourth tier CSBE subcontractor, the Successful Bidder must submit to the Compliance Officer a revised list of the second, third or fourth tier subcontractors being utilized to meet the goal. A Successful Bidder that cannot secure a substitute CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CSBE. All CSBEs certified within the appropriate SIC/NAICS code or trade category must be contacted. The procedures of paragraphs (1) and (2) below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

2. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten (10) days of receipt of these objections.

X. SANCTIONS FOR CONTRACTUAL VIOLATIONS

Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or this Administrative Order may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

2. Work stoppage;

3. Termination, suspension, or cancellation of the contract in whole or part; and

4. In the event a bidder or CSBE attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Code of Miami-Dade County, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other contracts or subcontracts the bidder or CSBE has on County projects.

   In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.

5. In the event that a bidder fails to achieve the CSBE measure after completion, the bidder's eligibility to receive any future county contracts will be conditioned upon the bidder making up the deficit in CSBE participation in such future contracts by having CSBEs perform equal to double the dollar value of the deficiency in the CSBE measure in the prior contract. The procedures for making up the CSBE deficit are as follows:

   a. Upon completion of a contract or after final payment on a contract SBD shall review the final Monthly Utilization Report and other project documents to

include final payments and make a determination as to whether the bidder met the CSBE measure. If the bidder has not met the CSBE measure, SBD will notify the bidder in writing of the deficit and corresponding make-up penalty.

b. If the bidder is found in non-compliance with the CSBE measures, the compliance officer may issue a letter of non-compliance requesting that the bidder make up the CSBE deficit on an existing or future County contract for double the amount of the deficit on the contract in question. The bidder will also be required to submit a plan indicating any current or future County contracts in which the CSBE deficit will be remedied.

c. The bidder must respond to SBD in writing within ten business days from the date of the non-compliance letter. The bidder must acknowledge receipt of the non-compliance letter and provide a plan to make up the CSBE measure.

d. The compliance monitor will review the plan for approval.

e. When a contract is identified in which the CSBE measure deficit will be remedied, the bidder will provide a Schedule of Intent Affidavit or a listing of first tier subcontractors as required in a CM-at-risk contract, and Schedule of Intent Affidavit for the CSBE firm(s) that will be utilized in making up the deficit.

f. For any future contracts a Schedule of Intent Affidavit must be submitted as part of any bid or proposal at the time of bid or proposal submittal. The Schedule of Intent Affidavit must identify all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each firm will perform in satisfaction of the make-up, in addition to any other goals that may be applicable. Failure to include the required Schedule of Intent Affidavit with bids or proposals for any future contracts shall result in the submittal being deemed nonresponsive.

g. Any contractor subject to an approved make-up plan that fails to comply with any of the material terms of that make-up plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six (6) month period.

h. A contractor that fails to comply with any of the material terms of a second make-up plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a one (1) year period.

i. A contractor that fails to comply with any of the material terms of a third make-up plan, without goods cause, may be subject to debarment and shall automatically be referred to the debarment committee. After serving a debarment for failure to satisfy a make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on county contracts with measures for one (1) additional year unless the County Manager determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision.

j. The bidder will remain in a non-compliance status until the CSBE make-up goal has been achieved.

k. Failure of the bidder to make up the CSBE measure when opportunities are available on existing or future County Contracts will result in the imposition of other penalties or sanctions as referenced in Sections X and XI.

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

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;

2. A prime contractor not meeting CSBE Program Trade Set-aside or subcontractor goal requirement;

3. Not obtaining or retaining CSBE certification while performing Work designated for CSBE firms;

4. Failure to submit monthly utilization reports;

5. Failure to comply with CSBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

6. Failure to maintain certification;

7. Deviations from the Schedule of Intent Affidavit or listing of first tier subcontractors as required on a CM-at-risk contract without prior approval from SBD;

8. Termination of the CSBE's contract without prior approval from SBD;

9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD or reduction of the scope of work of a second, third or fourth tier subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;

10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or

11. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit. Unjustified failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.

XI. ADMINISTRATIVE PENALTIES

A. Debarment

1. The County may debar a CSBE or a non-CSBE for violation of, or non-compliance with, the provisions of Ordinance No. 97-52 as amended, this Administrative Order, or implementing bid documents.

2. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of the evidence that the CSBE has forfeited a bond or defaulted on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

B. Decertification

Violations of certification requirements are addressed in Section II of the Administrative Order.

XII. APPENDICES

A. Forms

1.	Schedule of Intent Affidavit	SBD 400
2.	Unavailability Certificate	SBD 303
3.	Unavailability of a CSBE Due to Competitiveness	SBD 305A
4.	Availability of Non-CSBE (Competitiveness)	SBD 305B
5.	Monthly Utilization Report	M-300

B. Management and Technical Assistance (MTA) Program

C. Mentor-Protégé Program

D. Expedited Payment Process

APPENDIX B

MANAGEMENT/TECHNICAL ASSISTANCE SERVICES

Management and Technical Assistance Services are provided based on need and tailor made to address those needs on a case-by-case basis. These services shall be offered to an applicant when it is determined by SBD and/or the Consultant that the inclusion of these services will enhance the bonding or financial assistance opportunities for firms which under normal procedures would not qualify for bonding or financial assistance.

The following represents the minimum services required by the County to be offered to the small businesses:

a. Pre-Award Services

- Assist with pricing;
- Assist with the preparation of the bid or proposal documents;
- Analyze the specifications, bid and labor problems;
- Assist with purchasing material for the job;
- Assist with the preparation of change orders, job budgets, and trade payment breakdown;
- Assist with obtaining construction permits and subcontractor permits for subcontracts;
- Assist interested and qualified small businesses that lack bonding and loan credit facility to obtain bonding, loans and lines of credit;
- Assist with construction scheduling;
- Assist in quality control;
- Assist with cost control;
- Avoid time delays;
- Assist in site management; and
- Maintain a file of successful bid/proposal documents from past procurement and encourage Program participants to review and evaluate such documents.

b. Post-Award Services.

- Attend pre-construction conference;
- Monitor schedules, performance and compliance with construction management directives;
- Monitor and report routinely on contractor's progress and performance;
- Coordinate information regarding contractor's performance with General Contractor and Construction Manager/Inspector;
- Assist in conflict resolution;
- Assist when language is a barrier;
- Monitor work product and relations with suppliers and subcontractors:
- Review monthly draws and payment schedules;
- Monitor contractor's payroll and tax reporting functions;
- Prepare periodic reports for bonding and working capital providers:
- Prepare final report on contractor's performance; and
- Conduct debriefing sessions, at the request of unsuccessful bidders or at the discretion of SBD, on awarded contracts to explain why bids/proposals may have been unsuccessful.

c. Access to Business Management Services including:

- Business planning
- Financial planning
- Tax planning -Marketing
- Contract procurement
- Franchising
- Cash flow management
- Pursuit of capitalization
- Creating/improving business image
- Computerization
- Receivables and payables management
- Entrepreneurial training
- Cost accounting methodology and practice
- Total quality management (TQM)
- Industrial and manufacturing development
- Distribution
- Inventory control
- Provide two computer workstations, accessible by the physically challenged
- Develop and design an electronic information system (i.e., electronic bulletin board or Internet Web Page) designed to benefit small businesses by providing information and links to resources including technical service providers, professional organizations and area chambers of commerce
- Establish Small Business Resource Library, which includes:
- On line computer services
- video tutorials
- magazines
- books
- reference materials
- federal information support, which includes:
    1. current bidding opportunities
    2. government literature on regulatory changes
    3. timely information on available federal programs
- Provide newsletter, which contains:
    1. timely information on specialized training, seminars and conferences
    2. "Client Classifieds" which helps match client services, identifies personnel, and markets special activities sponsored by Program clients
    3. a listing of vendors who have established special service delivery costs for Program participants.

d. Other:

Evaluate and provide feedback and suggested changes to the County Manager on construction related contracting and procurement processes within the County. Such processes include bid/proposal specifications, procurement policy, job performance requirements, dividing of contracts and purchase orders into smaller sizes to afford greater opportunities, general bidding requirements, bonding and insurance requirements, certification procedures, etc,

Establish a Technical Assistance Account for each Program Participant upon completion of the Needs Assessment portion of the Program. This account is limited to $2,500 per year,

subject to availability of funds. Funds from this account may be used to pay for Technical Assistance Services not available through the County or through SBD (such as approved educational training programs, seminars, conferences, etc,),

C.2 COMUMUNITY OUTREACH

SBD and the Consultant shall coordinate Community Outreach to stimulate the interest of the small business community in the Program. The Consultant must design and implement (with SBD) an outreach program that will communicate the advantage of the Program as well as convince potential participants that contracting opportunities exist. The County Manager or his or her designee must approve this outreach program, before implementation. The Program must demonstrate ongoing recruitment and assistance to small businesses. The following reflects the minimum frequency of Consultant outreach services required during the contract period.

Programs	Frequency
Technical Workshops	Quarterly
*Organizational Outreach	On-going
Advertisement in major & minority publications	Monthly

*Organizational Outreach in the community includes briefing the local Chambers of Commerce, trade organizations and other agencies as deemed necessary to emphasize the purpose and assistance offered under the Program.

The Consultant shall provide the County Manager or his or her designee with a schedule of workshops or other related activities within 30 days of the planned event. Potential program participants must conduct these activities within the Miami- Dade County area at locations and times, which will afford maximum attendance.

The Consultant shall also:

- Communicate with contractors/vendors that are currently certified with the County under the CSBE program or the Minority & Women-Owned Business Enterprise Program;
- "Network" with local organizations to assure maximum exposure to potential contractors/vendors;
- Develop a marketing/communications program to encourage participation by small businesses;
- Develop a database of small businesses; and
- Design and develop a program to disseminate information, which will inform potential participants of the criteria, guidelines and benefits of the Program.

C. 3 PROGRAM RESTRICTIONS

The following restrictions shall apply to the program applicant:

a. Any applicant who exceeds the CSBE program size thresholds is prohibited from participating in this program.

b. Applicants who have been identified through the Needs Assessment as needing MTA will be certified for such assistance for a period of two (2) years after identification of such need.

C. 4 USE OF OTHER LOCALLY FUNDED ASSISTANCE AGENCIES

The Consultant shall utilize the services of other publicly and privately funded assistance agencies and non-profit agencies, which can provide technical and financial services to small businesses required under this contract.

APPENDIX C

MENTOR PROTEGE PROGRAM:

I. Program Mission

Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established Mentor firms. Working together in regular meetings, the Mentors will focus on and assist with the development of the Protégé's business plan, identifying the most critical needs to achieve the plan, and implementing the actions to obtain the results.

The Mentor-Protégé Program is a community based effort-involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The Program is a deliberate effort to overcome barriers that typically inhibit or restrict the success of small businesses. The Program is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Protégé Program, Protégés will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans as well as long range stability. By implementing the Mentor-Protégé Program as a component of its CSBE program, Miami-Dade County will provide a community benefit by strengthening emerging businesses and providing them with previously denied opportunities for growth, expansion and increased participation in Miami-Dade County's economic development.

2. Definitions

A. SBD - The Miami-Dade County department that sponsors and provides direct support and overall management to the Mentor-Protégé Program component of the CSBE program.

B. Mentor-Program Coordinator - The SBD staff member designated as the individual responsible for coordinating and administering the various activities of the Mentor-Protégé Program.

C. Mentor- A firm with an actual functioning place of business in Miami-Dade or Broward County which is deemed by SBD as productive and successful, and which has applied for and has been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. Although a Mentor may not provide mentoring services to more than three (3) Protégé firms at anyone time, it is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).

D. Protégé -A certified CSBE firm which has applied for and has been approved, in accordance with applicable procedures, for participation as a protégé in the Mentor-Protégé Program. Such participation cannot exceed two (2) years and a firm may have only one (I) term of participation as a protégé.

3. Individual Goals

A. The primary goals of Miami-Dade County's CSBE Mentor-Protégé Program are:

a. To develop and strengthen Protégé firms through coaching and counseling from Mentors.
b. To expand business opportunities for Protégé firms.
c. To enable Protégés to become competent and viable well managed businesses.
d. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide developmental assistance to other emerging Miami-Dade County firms.
e. To enhance Miami-Dade County's overall business and economic environments

4. Measurable Objectives

An important facet of the Miami-Dade County Mentor-Protégé Program is the ability to conduct ongoing monitoring and assessment of the results of implementation of the Program through the use of measurable program objectives. The primary measurable objectives to be considered in the evaluation of the effectiveness of the Mentor-Protégé Program are:

A. Specific Protégé Objectives

1. Increase in Protégé's business capital.
2. Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, overhead costs, etc.
3. Increase in Protégé's bonding capacity.
4. Increase in Protégé's gross earnings.
5. Increase in Protégé's net earnings and profit margin.
6. Increase in Protégé's credit rating.
7. Increase in value of Protégé's current and future work.
8. Increase in Protégé firm's longevity and viability during and after concluding Mentor-Protégé participation.
9. Achievement of goals outlined in the strategic business plan.

From various financial, operating, personnel, and other reports received from the Protégé, the above objectives are determined, monitored and evaluated at the beginning stage of the Protégé's participation in the Mentor-Protégé Program, at various intervals (monthly, quarterly and annually) throughout the duration of the Protégé's participation in the Program, at the conclusion of the two-year mentoring period, and through follow-up annual review from one to five years after the Protégé has completed the Mentor-Protégé Program. This provides a means of determining whether mentoring procedures need to be revised or refocused either within individual Mentor-Protégé teams or with the entire Program, and helps to track the long-range impact of participation in the Mentor-Protégé Program.

B. General Program Objectives

1. Increase in number of actual or requested Mentor-Protégé Program Mentors.

2. Increase in number of actual or requested Mentor-Protégé Program Protégés.

3. Increase in repeat Mentor-Protégé Program participation by Mentors.

4. Increase in successful graduates.

5. Program eligibility and participation.

5. Program Eligibility and Participation

A. Mentor Eligibility Requirements

1. The potential Mentor shall be a company, which is successful and productive in its area of work or services with a minimum of five (5) years of experience in its principal industry and which agrees to provide developmental assistance through the Mentor-Protégé Program.

2. The Mentor firm must have and maintain an actual place of business where it provides its actual products and services in Miami-Dade County throughout the duration of its mentorship.

3. The Mentor firm must be, and remain, in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Mentors must be solvent and licensed businesses.

4. The potential Mentor shall agree to follow all Mentor-Protégé Program guidelines and devote the necessary time, staff and other resources in order to fulfill its responsibility as a Mentor, including attending all meetings scheduled with Protégé and/or SBD.

B. Mentor Application Process

1. The potential Mentor shall apply with SBD on the appropriate application form to be considered for program participation as a Mentor. Documentation such as company brochures, occupational licenses and other licenses may be required to ensure basic eligibility requirements are met.

2. In some instances it may be necessary for SBD to contact the owner or managers of the prospective Mentor by telephone or to visit the offices to determine whether an applicant firm is eligible to be a Mentor.

3. SBD shall review the application and inform the applicant whether it has been approved as a Mentor within ten (10) business days of receipt of the completed Mentor application.

4. SBD will assign Protégés to Mentors (either one or two Mentors per Protégé, as available or appropriate) subject to approval by the CSBE Advisory Board and both parties must sign an agreement to formalize their commitment to the Program. Pairing Mentors with Protégés, which have a working relationship with each other, will be strongly discouraged since one of the objectives of the Mentor-Protégé Program is to establish new productive relationships in the construction industry

C. Mentor Responsibilities

1. Meetings -The approved Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings will be held at a time and place mutually agreed upon by the Mentor and Protégé; however, such meetings should occur

no less than once every thirty (30) calendar days between the first and 10th day of each month and should be at least two (2) hours in duration (more time should be allotted for these meetings as deemed necessary). The agenda for the meetings should be established in advance and should consist of items relevant to the Protégé's previously identified problem areas and his/her changing needs as well as the current experiences of both the Mentor and Protégé. The Protégé will also be expected to provide reports on his/her efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s) and both parties should establish target dates for any further improvements or enhancements. The Mentor and Protégé shall alternate in preparing a report of the results of the monthly meeting using the form and format provided and submitting a copy of the report to the other party as well as to the SBD Mentor-Protégé Program Coordinator and the CSBE Advisory Board within five (5) business days of the meeting. The Mentor-Protégé Program Coordinator or a representative shall attend the monthly meetings between Mentor-Protégé teams at least every other month.

2. Informal Contacts - The Mentor should also routinely communicate with the Protégé on the telephone and attempt to make other informal contacts or correspond on a routine basis (such as every other day) to discuss daily problems and situations encountered by the Protégé and to provide periodic review.

3. Introduction to Resources - The Mentor shall, as frequently as possible, introduce the Protégé to various business resources in which he/she consults, including representatives in the banking, bonding, management, and business industries as a means of providing access and breaking down previously existing barriers which may have hindered small businesses in the past.

4. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.

5. Reporting Problems to SBD - The Mentor will discuss progress, issues or problems encountered with the Mentor-Protégé arrangement with SBD Mentor-Protégé Program coordinating staff as soon as possible after concerns are identified.

6. Working Relationships - Nothing in the Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on construction or other projects provided that control of the Protégé firm remains with the Protégé itself. These Protégés may be used to meet subcontractor goals on which the Mentor bids.

7. Incentives - In addition to the benefits provided in the section immediately above, Mentors can be compensated for their involvement in the Mentor-Protégé Program by the award of an incentive on bidding on Miami-Dade County contracts. This incentive may consist of either 2% of the bid price, or up to 10% of the total evaluation points, for bid evaluation purposes only. A Mentor claiming an incentive in bidding on Miami-Dade County contracts based on involvement in the Mentor-Protégé Program must meet the eligibility criteria shown in Section XII of this Administrative Order.

D. <u>Protégé Eligibility Requirements</u>

1. The prospective Protégé shall be a company certified as a CSBE with SBD, must have been actively conducting business for a minimum of two (2) years, must be considered as ready for expansion, and must agree to participate fully in the Mentor-Protégé Program.

2. The prospective Protégé firm must have and maintain an actual place of business where it provides its actual products and services in Miami-Dade County throughout the duration of its Mentor-Protégé Program participation.

3. The prospective Protégé firm must be and remain in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Protégés must be solvent and licensed businesses.

4. The prospective Protégé shall agree to follow all Mentor-Protégé Program guidelines and devote the necessary time, staff and other resources in order to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.

E. Protégé Application Process

1. The prospective Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed strategic business plan and the documentation requested, providing various information concerning the prospective Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. Additional documentation such as company brochures, occupational licenses and other licenses may be required to determine Mentor-Protégé Program eligibility requirements.

2. SBD shall review the application and inform the applicant whether it has been approved as a Protégé within ten (10) business days of receipt of the completed Protégé application.

3. SBD will assign Protégés to Mentors as deemed appropriate and/or as available and both parties must sign an agreement to formalize their commitment to the Program.

F. Protégé Responsibilities

1. Strategic Business Plan - The Protégé shall prepare and strive to achieve goals outlined in a strategic business plan. SBD's Management and Technical Assistance Program (MTA), as described in Section XXI of this Administrative Order, should be used by the Protégé as a resource in developing this business plan if such assistance is needed. This business plan shall serve as a guideline and benchmark for evaluating the Protégé's progress in the Mentor-Protégé Program.

2. Meetings -The approved and assigned Protégé must make him/herself available for the monthly face to face coaching and counseling conferences with the Mentor and must be consistently prepared to review progress made in achieving the desire outcome outlined in their strategic business plan. In the meeting the Protégé must make the Mentor aware of all problems affecting the timely and efficient completion of projects and effective management of the firm. These conferences will be held at a time and place mutually

agreed upon by the Mentor and Protégé; however, such meetings should occur no less than once every 30 calendar days between the first and 10th day of each month and should be at least two (2) hours in duration (more time should be allotted for these meetings as deemed necessary). The topics for the meetings should consist of items relevant to the Protégé's previously identified problem areas and his/her changing needs as well as the current experiences of both the Mentor and Protégé. The Protégé will also be expected to provide reports on his/her efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s) and both parties should establish target dates for any further improvements or enhancements. The Mentor and Protégé shall alternate in preparing a report of the results of the monthly meeting and submitting a copy of the report to the other party as well as to the SBD Mentor-Protégé Program Coordinator and CSBE Advisory Board.

3. Informal Contacts - The Protégé should also routinely' converse with the Mentor on the telephone and attempt to make other informal contact or correspond on a routine basis (such as every other day) to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.

4. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé may be required to attend, at its own expense if necessary, training conferences, coursework, or workshops on a routine basis as recommended by the Mentor or Mentor-Protégé Program Coordinator. These conferences are expected to cover various aspects of general business management as well as training sessions addressing specific industry topics. Attendance at these events must be recorded and made a part of the progress report for the appropriate period of attendance.

5. Use of MTA Program - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé may be required to make routine use of the technical assistance component of the CSBE program by seeking, scheduling and attending various services professionals as provided by the MTA Program. A listing of these resources are available through SBD and participation in the MTA Program must be recorded and made a part of the progress report for the appropriate period of participation.

6. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

7. Reporting Problems - The Protégé will discuss poor progress or problems encountered with the Mentor-Protégé arrangement with SBD Mentor-Protégé Program coordinating staff as soon as possible after concerns are identified.

6. Program Coordination

A. SBD is responsible for the overall coordination and administration of the CSBE Mentor-Protégé Program. SBD's duties will include:

1. Advertising and promoting the program.
2. Organizing related business events.
3. Identifying and approving potential Mentors.

4. Identifying and certifying potential Protégés.
5. Assigning Mentors to Protégés as available.
6. Informing and reminding Mentors and Protégés of their roles and responsibilities.
7. Amending Mentor-Protégé meetings to promote effective cooperation and participation.
8. Reviewing meeting and progress status reports.
9. Maintaining program records.
10. Contracting for the management, accounting and other professional services that Protégés will need.
11. Identifying the necessary sources of program funding.
12. Attracting the support of larger corporate sponsors.

APPPENDIX D

EXPEDITED PAYMENT PROCESS

The Department of Small Business Development (SBD) will provide financial assistance to eligible CSBEs through an Expedited Payment Process (EPP) for incurred or expended mobilization expenses on their construction contract awards with the County. Eligible CSBEs can receive assistance for up to 10% of contract award for approved mobilization expenses.

1. CSBE Responsibilities

In order to be eligible for expedited payments, CSBEs must show proof of the following:

1. Certification as a CSBE.
2. Successful completion of Management and Technical Assistance Program Professional Development and Training Modules.
3. Contract award for a County construction contract with a prime contractor or directly with a County department.

CSBEs must also be in good standing with existing County ordinances applicable to County construction contracts. CSBEs seeking participation in the EPP program must sign a notarized agreement accepting the terms and conditions of EPP.

Eligible CSBEs seeking EPP assistance must complete a Disbursement Authorization Form (Form SBD 306 in Appendix A). If the CSBE is a subcontractor he/she must list mobilization expense items, with supporting documentation, for EPP consideration and forward to the prime contractor. Conversely, if the CSBE is a prime contractor, the Disbursement Authorization Form must be submitted directly to the user department's Project Manager (PM). The CSBE must also submit a copy of the Project Schedule of Values to SBD. When the CSBE submits the normal requisition, it should include the mobilization expenses listed on the Disbursement Authorization Form.

2. Prime Contractor Responsibilities When CSBE is a Subcontractor

The prime contractor is responsible for reviewing the Disbursement Authorization Form in order to verify that each expense item is for mobilization expenses and also for line item expenses listed on the Schedule of Values. The prime contractors will also verify that said expenses reflect materials delivered, services performed or any miscellaneous expenses associated with the project's start up. For approved expenses, the prime contractor is required to sign off on the Disbursement Authorization Form and forward to the user department's PM. If authorization is not approved, the prime contractor must provide an explanation on the Disbursement Authorization Form and return to the CSBE with a copy to SBD. In the normal requisition process the prime contractor will pay the CSBE for services provided or goods delivered and deduct any payments made through EPP.

3. **Department Project Manager Responsibilities**

The department PM is responsible for reviewing the Disbursement Authorization Forms received from the CSBE or prime contractor, and verify that goods have been received and/or services have been provided. The department PM will then sign off on Disbursement Authorization Forms for approved expenses and forward to SBD. If authorization is not approved, the department PM must provide an explanation on the Disbursement Authorization Form and return to the CSBE or prime contractor with a copy to SBD.

4. **SBD Responsibilities**

SBD will verify eligibility of all CSBEs applying for EPP assistance. SBD will review all Disbursement Authorization Forms received from department PM and processes check requests for all expenses approved for EPP. SBD will verify that vendors/suppliers indicated on the check request are registered with the Department of Procurement. For unregistered vendors/suppliers, SBD will assist CSBEs in registering these firms. Check requests will be forwarded to the Miami-Dade County Finance Department Management. However, the Miami-Dade Aviation Department (MDAD), the Water and Sewer Department (WASD) and Jackson Memorial Hospital (JMH) are exceptions because they process checks independent of the Finance Department. MDAD, WASD or JMH, will process EPP requests based on an approved Disbursement Authorization Form. These departments will forward a copy of the approved Disbursement Authorization Form to SBD. SBD will provide adequate follow up to ensure CSBE vendors/suppliers receive payment. Any problems or complaints regarding EPP transactions will be the responsibility of SBD.

5. **Finance Department Responsibilities**

The Miami-Dade County Finance Department will receive all check requests for EPP payments from SBD. Check requests will be processed for payment and made payable to the CSBE vendor or supplier. The Finance Department will only issue checks to vendors who are registered with the Department of Procurement Management. For mobilization expenses paid by the CSBE, the Finance Department will issue a check payable to the CSBE providing that the CSBE shows adequate proof of expenses paid. All checks will be issued within ten (10) business days from receipt of check request.

MDAD, WASD and JHM operate independent of the Finance Department, but each department will have the same responsibility for EPP payments with the exception that they will issue two party checks either to the prime contractor and the CSBE vendor/supplier or to the prime and the CSBE. These checks will be processed directly from approved Disbursement Authorization Forms received from the user department's PM.

EXHIBIT H

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE Contract Measure _____

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

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
				Prime Contractor Total Percentage:	

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

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
		Subcontractor Total Percentage:			

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

Bidder/Proposer Signature _____ Bidder/Proposer Print Name _____ Bidder/Proposer Print Title _____ Date _____

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

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

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

SBD 504

EXHIBIT I

AUTHORIZATION FOR CAPITAL IMPROVEMENTS ON PARK AND RECREATION PROPERTY

Folio Number:_____ **Request#:**_____

Park Name:_____**Date:**_____

Park Address:_____

Project Title:_____

Organization Name:_____

Representative:_____

This authority allows you to access the site in accordance with the Project Cooperation Agreement (PCA) for Ives Estate Park and allows PCA to make capital improvements to County Park and Recreation property.

Indemnification:
Pursuant to Section 18 Paragraph (A) of the PCA made effective on _____ between OBLLC and Miami-Dade County.

Damaged Property:

Any existing landscaping, trees, utilities, irrigation lines, pavement, public or private property damaged, etc; during construction shall be repaired, replaced and or restored at the expense of the contractor as directed by the Owner.

Facility to be operational during construction:

County will occupy premises during construction period to conduct normal park operations. The applicant/contractor will cooperate with the County in scheduling operations to minimize conflict and to facilitate owner usage.

Reading and understanding all of the above, I agree to the conditions set forth.

Applicant/Contractor:_____**Signature:**_____ **Date:**_____

You insurance submittal for the project have been reviewed and approved by GSA-Risk Management Division. Pursuant the PCA, said insurances are to be maintained at all times during performance of the work.

Approved:_____ **Date:**_____
GSA Risk Management Division

You my occupy the site as of_____and proceed with the work.

Submitted:_____ **Date:**_____
Project Manager

Approved: _____
Deputy Director, PROS

EXHIBIT J

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 2013, between Principal and Miami-Dade County for the construction of _____ Project No _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____(U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

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

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

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.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

CONTRACTOR:

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

_____

_____
(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 2013, between Principal and Miami-Dade County for the construction of _____ Project No _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____(U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

5. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

6. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

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

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SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

CONTRACTOR:

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

_____

_____
(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)