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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(L)(1)

Date: March 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Contract Award of $12,433,100.00 to GLF Construction Corporation, for the Design-Build Services for the Project Entitled Venetian Causeway Bridge Rehabilitation, Bridge No. 874459, located within Commission District 3

Resolution No. R-217-15

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize an additional expenditure amount to enter into Contract for the replacement of a portion of the West Venetian Bascule Bridge (Project) for the total contract amount of $12,433,100.00. During the May 20, 2014 meeting, the Board approved Resolution R-468-14 waiving competitive bids, authorizing my execution of the contract for the Project, and authorizing the use of Building Better Communities General Obligation Bond (BBCGOB) funds in an amount not to exceed $10,100,000.00. The award of this Contract is subject to a significant project modification of BBCGOB Program Project No. 138 entitled "Tamiami Swing Bridge," submitted as a separate item on this agenda, in order to increase the funding allocation for this Project.

Delegation of Authority - The County Mayor or County Mayor's designee has been granted the authority to execute this Contract under Resolution No. R-468-14.

Scope

PROJECT NAME: Design-Build Services for the Venetian Causeway Bridge Rehabilitation, Bridge No. 874459

PROJECT NO: DB14-PWWM-01

CONTRACT NO: 20140063

PROJECT DESCRIPTION: Work under this Contract includes the furnishing of all professional services, supervision, labor, materials, tools, equipment and performing all operations required to construct the work in accordance with the Contract Documents.

Work includes all design and construction services necessary to rehabilitate the westernmost portion of Bridge No. 874459/Venetian Causeway (Bridge) in Miami-Dade County by removing and disposing, in an artificial reef, approximately 730'-9" of the bridge's westernmost superstructure and substructure including the first abutment, existing bulkhead, and the expansion joint at the end of the cantilevered beams, and replacing with a new complete bridge

superstructure, substructure, approach roadway, and lighting meeting the requirements of the Contract Documents. All work shall be performed during a full closure of the affected segment of the Venetian Causeway (Causeway) bridge. Work also includes, but is not limited to, providing all geotechnical, survey, permits, and all other design services in accordance with the latest American Associations of State Highway and Transportation Officials (AASHTO), County, and Florida Department of Transportation (FDOT) design standards, necessary to produce the required construction documents, engineering plans, traffic control and maintenance of traffic plans (including signs, variable message boards, and markings to detour traffic); project permitting; public involvement plan; and all project coordination.

The Causeway is on the National Register of Historic Places. As such, the Design-Builder must coordinate the work with all applicable agencies, obtain their written approval of the work, and provide a new bridge superstructure and substructure that preserves and matches all historic aspects and bridge characteristics of the existing structures, while meeting all current standards as specified in the Contract Documents. This includes all work and features necessary to neatly integrate the work with the portions of the bridge and roadway that remain.

PROJECT LOCATION: West Venetian Bascule Bridge No. 874459, Venetian Causeway

PRIMARY COMMISSION DISTRICT: District 3 Audrey M. Edmonson

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Public Works and Waste Management Department

MANAGING DEPARTMENT: Public Works and Waste Management Department

Fiscal Impact/Funding Source

The fiscal impact will be approximately $12,433,100.00 for the design and construction of the bridge. The work is to be funded using Building Better Communities General Obligation Bond (BBC GOB) Program Project No. 348 "West Venetian Bascule Bridge Replacement."

This project exceeds the FY 2014-15 programmed appropriations by $3,864,130.00, which will be made available with funds appropriated from Capital Budget Project No. 604790 (Renovation of the Tamiami Swing Bridge; Board GOB Program Project No. 138) realized through a significant modification to reallocate GOB funds for this project which will be submitted for Board approval. Of this amount $2,333,100.00 will cover the award of this Contract, with the balance of $1,531,030 to be utilized for other project related costs.

FUNDING SOURCES:

SOURCES	PROJECT NO.	AMOUNT
BBC GOB	603210	$10,100,000.00
BBC GOB	604790	$2,333,100.00

OPERATIONS/ MAINTENANCE COST IMPACT / FUNDING: There is no fiscal impact to operations or maintenance.

LIFE EXPECTANCY OF ASSET: The life expectancy for the bridge is approximately 60 years, and for the roadway is approximately 30 years.

PTP FUNDING: No

GOB FUNDING: Yes

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AMOUNT
603210 – VENETIAN BRIDGE RESTORATION Book Page: 58 Funding Year: FY 2014-15 Proposed Budget and Multi-Year Capital Plan.	$10,100,000.00
604790 – RENOVATION OF THE TAMIAMI SWING BRIDGE Book page: 64 Funding Year: FY 2014-15 Pending reallocation through significant modification	$3,864,130.00
CAPITAL BUDGET PROJECTS TOTAL:	$13,964,130.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

CODE	DESCRIPTION
3.02	HIGHWAY SYSTEMS – HIGHWAY DESIGN (LEAD A/E CONSULTANT)
3.03	HIGHWAY DESIGN – BRIDGE DESIGN (LEAD A/E CONSULTANT)
3.09	HIGHWAY SYSTEMS – SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
3.10	HIGHWAY SYSTEMS – LIGHTING
3.12	HIGHWAY SYSTEMS – UNDERWATER ENGINEERING INSPECTIONS
6.01	WATER AND SANITARY SEWER SYSTEMS – WATER DISTRICBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS

9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING – DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
9.03	DELETED VIA ADDENDUM
10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
15.01	SURVEYING AND MAPPING – LAND SURVEYING
15.03	UNDERGROUND UTILITY LOCATION
16.00	GENERAL CIVIL ENGINEERING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O. NO. 8-8) Did the Notice to professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? N/A

PROPOSALS RECEIVED: Step 1: Three (3) Proposals on August 13, 2014
Step 2: Three (3) Proposals on October 23, 2014

CONTRACT PERIOD: 330 calendar days - for all work required by the Contract Documents with Substantial Completion occurring within 270 days from the Notice to Proceed

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $7,670,318.00 – The base estimate utilized for the project's procurement was prepared by a County consultant and reviewed by County professional staff. Based on the discrepancy between the base estimate versus the bids received, the County consultant revisited the original estimate and confirmed that the values utilized reflected historical pricing for similar work at the time the estimate was prepared. The difference in price can be attributed to the availability of resources and materials due to the noticeable increase in construction activities throughout Miami-Dade County and elsewhere.

BASE CONTRACT AMOUNT: Design - $1,250,000.00
Construction - $9,871,000.00
Total - $11,121,000.00

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI-DADE COUNTY CODE)	TYPE	PERCENT	AMOUNT	COMMENT
	Design	10%	$125,000.00	
	Construction	10%	$987,100.00	
	Total		$1,112,100.00	

TOTAL DEDICATED ALLOWANCE: $200,000.00 (Drainage)

TOTAL AMOUNT: $12,433,100.00

Track Record/Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: Due to the structural condition of the Bridge, and the need for expedited repairs, on May 20, 2014 the Board approved Resolution No. 468-14 which waived competitive bid selection requirements, including all protest procedures, and granted the County Mayor the authority to enter into a contract for design-build services.

A two-step selection process was utilized for this design-build solicitation, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Price Proposal. Based on the results of this process, GLF was recommended for award.

The Capital Improvements Information System (CIIS) database lists no awarded contracts for GLF.

Following full execution of this Contract, the project will be assigned to Mr. Luis Baldo and Mr. Leo Salguiero, PWWM, for project oversight.

SUBMITTAL DATE: Step 1 – August 13, 2014. Step 2 - October 23, 2014

ESTIMATED NOTICE TO PROCEED: April 6, 2015

PRIME CONSULTANT: GLF Construction Corporation

COMPANY PRINCIPALS: Francesco Senis; Joseph Beaird; Vincent Persiani; Ernest Howard; William Junkin; Miles Michael

COMPANY QUALIFIER: Francesco Senis and Michael Miles

COMPANY EMAIL

ADDRESS:	jbeaird@glfusa.com
COMPANY STREET ADDRESS:	80 SW 8 Street, Suite 2201
COMPANY CITY-STATE-ZIP:	Miami, Florida 33130
YEARS IN BUSINESS:	19
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report as provided by the Small Business Development Division (SBD), the contractor has not been awarded any contracts.
SUB CONSULTANTS:	T.Y. Lin International; New Millennium Design Consultants, Inc.; Keith and Schnars, P.A.; EBS Engineering, Inc.; Erdman Anthony of Florida, Inc.; Underwater Engineering Services; Professional Service Industries, Inc.; Manuel G. Vera & Associates, Inc.; Hadonne Corp.; E Sciences, Incorporated
DUE DILIGENCE: (Pursuant to R-187-12)	Due diligence was conducted in accordance with ISD's Procurement Guidelines to determine Design-Builder responsibility, including verifying corporate status and that there are no performance or compliance issues. There were no adverse findings relating to Design-Builder responsibility.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes – the Design-Builder and sub-consultants as identified met the qualifications requirement stipulated by the Request for Design-Build Services for the Design-Build team.
REVIEW COMMITTEE:	Signoff Date: July 15, 2014
APPLICABLE WAGES (RESOLUTION NO. R-54-10):	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	COMMENT
CSBE	Trade Set-Aside:	Pavement Markings and Traffic Signage (Pro Striping USA Corp. a certified CSBE firm)

CWP Not Applicable

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER: Alejandro Martinez-Esteve, RA, LEED AP (305) 375-2097 Alexm@miamidade.gov

PROJECT MANAGER: Leo Salguiero (305) 375-1202 Salgul@maimidade.gov

Background:

The Causeway is listed in the National Register of Historic Places, and the Cities of Miami and Miami Beach have also designated the Causeway as a local historic landmark. The Causeway follows the original route of the Collins Bridge, a wooden structure built in 1913, and consists of a series of 12 bridges spanning the 11 man-made Venetian Islands. The 12 current bridges were built in 1927, with ten (10) bridges being fixed low-level arch bridges, and the remaining two (2), bascule bridges with concrete arch approach spans. The West Venetian Bascule Bridge was partially rebuilt in the 1990's by FDOT. At that time however, the 730 feet of bridge being targeted with this item were not replaced and was only partially repaired. The County followed up with similar needed repairs in 2007.

As referenced in my Memo to the Board dated April 11, 2014, temporary steel plates have been installed to address damage to the Bridge's deck and, as a preventative measure, in other areas identified during inspections by PWWM staff and an FDOT bridge inspection consultant. Additionally, signage was installed reducing allowable loads as a result of load ratings conducted by FDOT. Specifically, these new load ratings increased weight restrictions from 15 tons to 11 tons on all bridges except the Bridge which was posted at five (5) tons and the easternmost Bridge (No. 874481) on the Causeway which was posted at sixteen (16) tons.

As such, the need to expedite the replacement of the affected segment of the Bridge is critical to avoid any further damage to the Bridge deck and the associated costs for temporary repairs, and impacts to the travelling public. Additionally, current conditions limit access to commercial, mass transit, and emergency vehicles, which could potentially be exacerbated by further delays. Finally, the Causeway provides the sole ingress and egress route for area residents and a valuable access point between the mainland and City of Miami Beach for both recreational and commercial ventures. These conditions and the scope of work and timeline for the replacement have been coordinated with the Cities of Miami Beach and Miami, the Coast Guard, and the Venetian Island Homeowner's Associations.

DEPARTMENT FINANCE: _____ PWWM FINANCE OFFICER — 1/8/15 DATE

INDEX CODES: CPI348PW7733

BUDGET APPROVAL FUNDS AVAILABLE: _____ OMB DIRECTOR — 1/9/15 DATE

APPROVED AS TO LEGAL SUFFICIENCY: _____ COUNTY ATTORNEY — 1/21/15 DATE

_____ DEPUTY MAYOR — 1/9/15 DATE

APPROVED FOR EXECUTION: _____ CARLOS A. GIMENEZ MAYOR — _____ DATE

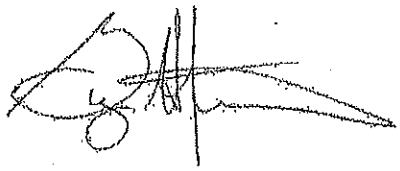
MEMORANDUM

MIAMI-DADE COUNTY

DATE: October 30, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Director
Small Business Development
Internal Services Department



SUBJECT: Compliance Review
Design/Build Project No. DB14-PWWM-01
Design-Build Services for the Venetian Causeway Bridge Rehabilitation, **Bridge No. 874459**

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Community Small Business Enterprise (CSBE) Program for Construction Services, for the Evaluation of the Technical and Price Proposal Phase of the Selection Process (Step 2). The contract measure established for this project is a CSBE Trade Set-Aside for ***Pavement Markings and Traffic Signage.***

The Professional Services Division of the Internal Services Department has submitted proposals from Kiewit Infrastructure South, Co. #1, Munilla Construction Management, LLC #2, and GLF Construction Corporation #3 for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. Kiewit Infrastructure South, Co. — Compliant
2. Munilla Construction Management, LLC — Compliant
3. GLF Construction Corporation — Compliant

SUMMARY:

Kiewit Infrastructure South, Co. (#1), submitted the required Schedule of Intent Affidavit (SOI-SBD 400) committing to utilize certified CSBE firm P & J Striping, Inc. to perform Pavement Markings and Signage at 100%. P & J has confirmed this information by signing the Schedule of Intent Affidavit.

Kiewit Infrastructure South, Co. has fulfilled the submittal requirements for the build portion of this solicitation and is therefore in compliance with the CSBE Program requirements.

Munilla Construction Management, LLC (#2), submitted the required Schedule of Intent Affidavit (SOI-SBD 400) committing to utilize certified CSBE firm Lines Unlimited, Inc. to perform Striping and Signage at 100%. Lines Unlimited has confirmed this information by signing the Schedule of Intent Affidavit.

Munilla Construction Management, LLC has fulfilled the submittal requirements for the build portion of this solicitation and is therefore in compliance with the CSBE and CBE Program requirements.

GLF Construction Corporation (#3), submitted the required Schedule of Intent Affidavit (SOI-SBD 400) committing to utilize certified CSBE firm Pro Striping USA Corp. to perform Road Striping and Road Signage at 100%. Pro Striping has confirmed this information by signing the Schedule of Intent Affidavit.

GLF Construction Corporation has fulfilled the submittal requirements for the build portion this solicitation and is therefore in compliance with the CSBE Program requirements.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of October 1, 2014. Additionally, a review of the History of Violations Report as of October 24, 2014 confirms that the aforementioned firms have no open violations.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

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

GH: vow

c: Amelia Cordova-Jimenez, (ISD-PSD)
Traci Adams-Parish, (ISD-SBD)
File

NW 97 AVENUE FROM NW 58 STREET TO NW 70 STREET

PROJECT #: 604770

DESCRIPTION: Widen from two to four lanes
LOCATION: Road Impact Fee District 01
Doral
District Located: 12
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Road Impact Fees	200	200	5,500	0	0	0	0	0	5,900
TOTAL REVENUES:	200	200	5,500	0	0	0	0	0	5,900
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	200	200	0	0	0	0	0	0	400
Construction	0	0	5,500	0	0	0	0	0	5,500
TOTAL EXPENDITURES:	200	200	5,500	0	0	0	0	0	5,900

RENOVATION OF THE TAMIAMI SWING BRIDGE

PROJECT #: 604790

DESCRIPTION: Replace the existing swing bridge with a single leaf bascule bridge
LOCATION: 2000 S River Dr
City of Miami
District Located: 5
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
FDOT Funds	16,000	0	0	0	0	0	0	0	16,000
Road Impact Fees	50	0	0	0	0	0	0	0	50
BBC GOB Financing	0	0	15,547	0	0	0	0	0	15,547
BBC GOB Series 2008B	926	0	0	0	0	0	0	0	926
BBC GOB Series 2008B-1	963	0	0	0	0	0	0	0	963
BBC GOB Series 2011A	255	0	0	0	0	0	0	0	255
BBC GOB Series 2013A	453	0	0	0	0	0	0	0	453
BBC GOB Series 2014A	856	0	0	0	0	0	0	0	856
TOTAL REVENUES:	19,503	0	15,547	0	0	0	0	0	35,050
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	2,408	0	0	0	0	0	0	0	2,408
Construction	790	16,000	15,547	0	0	0	0	0	32,337
Project Administration	305	0	0	0	0	0	0	0	305
TOTAL EXPENDITURES:	3,503	16,000	15,547	0	0	0	0	0	35,050

RESURFACE ARTERIAL STREETS - ROAD IMPACT FEE DISTRICT 08

PROJECT #: 604810

DESCRIPTION: Resurface arterial streets to include paving, widening, drainage, and striping
LOCATION: Road Impact Fee District 08
Various Sites
District Located: 4, 5
District(s) Served: 4, 5

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Road Impact Fees	2,009	754	359	396	411	426	0	0	4,355
TOTAL REVENUES:	2,009	754	359	396	411	426	0	0	4,355
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	2,009	754	359	396	411	426	0	0	4,355
TOTAL EXPENDITURES:	2,009	754	359	396	411	426	0	0	4,355

TRAFFIC CONTROL DEVICES - SIGNALIZATION ROAD IMPACT FEE DISTRICT 03 PROJECT #: 603120

DESCRIPTION: Install turn bays and other operational intersection improvements to increase vehicular traffic capacity and safety
LOCATION: Road Impact Fee District 03 — District Located: 1, 2, 4, 12, 13
Various Sites — District(s) Served: 1, 2, 4, 12, 13

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Road Impact Fees	538	647	482	591	1,158	1,210	0	0	4,626
TOTAL REVENUES:	538	647	482	591	1,158	1,210	0	0	4,626
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	538	647	482	591	1,158	1,210	0	0	4,626
TOTAL EXPENDITURES:	538	647	482	591	1,158	1,210	0	0	4,626

WIDEN SW 312 STREET FROM SW 177 AVENUE TO SW 187 AVENUE PROJECT #: 603130

DESCRIPTION: Widen road from two to five lanes on one mile of roadway
LOCATION: SW 312 St from SW 177 Ave to SW 187 Ave — District Located: 8
Homestead — District(s) Served: 8

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
People's Transportation Plan Bond Program	0	443	3,280	2,000	0	0	0	0	5,723
Charter County Transit System Surtax	11	0	0	0	0	0	0	0	11
TOTAL REVENUES:	11	443	3,280	2,000	0	0	0	0	5,734
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	11	443	0	0	0	0	0	0	454
Construction	0	0	3,280	2,000	0	0	0	0	5,280
TOTAL EXPENDITURES:	11	443	3,280	2,000	0	0	0	0	5,734

VENETIAN BRIDGE RESTORATION PROJECT #: 603210

DESCRIPTION: Replacement of the westernmost 730 feet of the West Venetian Bascule Bridge on the Venetian Causeway
LOCATION: Venetian Causeway — District Located: 3
City of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
BBC GOB Financing	0	10,002	0	0	0	0	0	0	10,002
BBC GOB Series 2014A	98	0	0	0	0	0	0	0	98
TOTAL REVENUES:	98	10,002	0	0	0	0	0	0	10,100
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	50	450	0	0	0	0	0	0	500
Construction	48	9,552	0	0	0	0	0	0	9,600
TOTAL EXPENDITURES:	98	10,002	0	0	0	0	0	0	10,100

Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE VENETIAN CAUSEWAY BRIDGE REHABILITATION, BRIDGE NO. 874459

Received Date: 07/02/2014

Project/Contract No: DB14-PWWM-01 (BUILD)

Funding Source: GOB

Department: PUBLIC WORKS DEPARTMENT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $7,872,349.00

Description of Project/Bid: To establish a design-build contract for design and construction services necessary to rehabilitate the western portion of Bridge No. 874459/Venetian Causeway in Miami-Dade County, by removing and disposing, (in an artificial reef), approximately 730' - 9" of the bridge's westernmost superstructure and substructure between the first abutment and the expansion joint at the expansion joint at the end of the cantilevered beams, and replacing with a new complete bridge superstructure and sub-superstructure meeting the requirements of the contract documents.

Contract Measures Recommendation

Measure	Program	Goal Percent
Trade Set Aside	CSBE	
No Measure	SBE	

Reasons for Recommendation

An analysis of the factors contained in Section VI D of Implementing Order 3-22 indicates that the following recommendation is appropriate: Trade Set-Aside: Pavement Markings and Traffic Signage

SBE NO MEASURE - BID WAIVER

CWP Not Applicable: Not in DTA

Trade Category: 237310-Highway, Street, And Bridge Construction; 238210-Electrical Contractors And Other Wiring Installation Contractors; 238990-All Other Specialty Trade Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	SBE			
Highway, Street, and Bridge Construction	CSBE			90

Total

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [X] NO [ ]

Responsible Wages: YES [X] NO [ ] **Building:** YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

CWP _____

SBD Director 7/15/14 Date

DBDR0000 v20130116

B

Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE VENETIAN CAUSEWAY BRIDGE REHABILITATION (BRIDGE NO. 874459)

Received Date: 07/14/2014

Project/Contract No: DB14-PWWM-01 (DESIGN)

Funding Source: GOB

Department: PUBLIC WORKS DEPARTMENT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $565,000.00

Description of Project/Bid: To establish a design-build contract for design and construction services necessary to rehabilitate the western portion of Bridge No. 874459/Venetian Causeway in Miami-Dade County, by removing and disposing, (in an artificial reef), approximately 730' - 9" of the bridge's westernmost superstructure and substructure between the first abutment and the expansion joint at the expansion joint at the end of the cantilevered beams, and replacing with a new complete bridge superstructure and sub-superstructure meeting the requirements of the contract documents.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	

Reasons for Recommendation

This project meets all the criterin set forth in I.O. # 3-32, Section V, - BID WAIVER

SIC 871 - Architectural and Engineering Services

Technical Category: 0302-Highway Systems-Highway Design; 0303-Highway Systems-Bridge Design; 0309-Highway Systems-Signing, Pavement Marking, Channel; 0310-Highway Systems-Lighting; 0312-Highway Systems-Underwater Engineering Inspection; 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0901-Drilling Subsurface Investigations & Seismographic; 0902-Geotechnical & Materials Engineering Services; 1001-Environmental Eng-Stormwater Drainage Design Serv; 1501-Surveying And Mapping-Land Surveying; 1503-Underground Utility Location; 1600-General Civil Engineering

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE			
Total				

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

CWP _____

SBD Director — Date: 7/15/14

DBDR0090 v.20130116

Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2014

To: Lester Sola, Director
Internal Services Department

Through: Miriam Singer, CPPO, Sr. Assistant Director
Internal Services Department

From:
Amelia M. Cordova-Jiménez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Public Works and Waste Management Department
Design-Build Services for the Venetian Causeway Bridge Rehabilitation, Bridge No. 874459
ISD Project No. DB14-PWWM-01

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the referenced Project and the guidelines published in the Request for Design-Build Services (RDBS).

ISD Project No.: DB14-PWWM-01

Project Title: Design-Build Services for the Venetian Causeway Bridge Rehabilitation, Bridge No. 874459

Scope of Services Summary: Work under this Contract includes furnishing of all professional services, supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.

Work includes all design and construction services necessary to rehabilitate the westernmost portion of Bridge No. 874459/Venetian Causeway in Miami-Dade County by removing and disposing, in an artificial reef, of approximately 730'-9" of the bridge's westernmost superstructure and substructure including the first abutment, existing bulkhead, and the expansion joint at the end of the cantilevered beams, and replacing with a new complete bridge superstructure, substructure, approach roadway, and lighting meeting the requirements of the Contract Documents. All work shall be performed during a full closure of the Causeway bridge. Work includes but is not limited to providing all geotechnical, survey, permits, and all other design services in accordance with the latest AASHTO, County, and FDOT design standards, necessary to produce the required construction documents, engineering plans, traffic control and maintenance of traffic plans (including signs, variable message boards, and markings to detour traffic); project permitting; public involvement plan; and all project coordination.

The Venetian Causeway is on the National Register of Historic Places. The DESIGN-BUILDER must coordinate the Work with all applicable agencies, obtain their written approval of the work, and provide a new bridge superstructure and substructure that preserves and matches all historic aspects and bridge characteristics of the existing structures while meeting all current standards as specified in the Contract Documents. This includes all necessary work and features necessary to neatly integrate the Work with the portions of the bridge and roadway that

remain.

Term of Contract: One Design-Build Agreement will be awarded under this solicitation. The Design-Build Contract duration shall not exceed three-hundred and thirty (330) calendar days for all work required by the Contract Documents with Substantial Completion occurring within two-hundred and seventy (270) days from Notice to Proceed. The projected Contract estimate developed by PWWM for this project is seven million, six-hundred and seventy thousand, three-hundred and eighteen dollars ($7,670,318).

Community Small Business Enterprise Measure:
On July 2, 2014, the Internal Services Department, Small Business Development Division of the Internal Services Department, established that a Community Small Business Enterprise (CSBE) sub-contractor Trade Set-Aside Measure be applied to this project for pavement markings and traffic signage (construction portion only).

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): May 20, 2014, Resolution No. 468-14

Selection Process: A two-step selection process was utilized for this design-build solicitation, Step 1 – Evaluation of Qualifications, and Step 2 – Evaluation of Technical and Price Proposals. Step 1 is the evaluation of the design-build team's qualifications based on their proposals. Step 2 is the evaluation of competitive technical and price proposals for firms deemed responsive and responsible at Step 1.

STEP 1
The Step 1 process is the evaluation of qualifications of the teams. Such qualifications included references for similar types of projects and qualifications of the team to include the Design-Builder, lead constructors, lead designers, design team's technical certification and pre-qualification, General Contractors' licenses for the Design-Builder, Design-Builder's safety record, assurance in meeting the CSBE measure, the Design-Builder's capability to provide a payment and performance bond, and acknowledgement of insurance coverage.

Step 1 Proposals: Three proposals were received by the COB on August 13, 2014.

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

CSBE Compliance Review for Step 1: The August 18, 2014 CSBE compliance review memo issued by the Small Business Development Division of the Internal Services Department indicated that the three proposers were compliant in assuring their commitment to meet the CSBE Set-Aside Measure established for this project.

Step 1 Evaluation: On August 25, 2014, the CSC evaluated two of the three proposers based upon the criteria noted in the RDBS. GLF Construction Corporation (GLF) was originally found in non-compliance with the pre-qualification requirements listed in the RDBS. Underwater Engineering Services (UES), a sub-consultant to GLF, was not pre-qualified at the time of Step 1 proposal submittal, as required by the RDBS. As a result, UES was unable to render the underwater engineering services assigned to their company. A thorough review of the GLF proposal revealed that none of the identified team members were appropriately pre-qualified

and technically certified to render said services. As a result, GLF was disqualified from Step 1 evaluation.
Upon further review, ISD, in consultation with the County Attorney's Office, instructed staff to reconvene the CSC in order to determine if GLF should be included in the Step 2 evaluation. The CSC was reconvened on October 6, 2014, and voted to advance all three proposers, GLF, Kiewit Infrastructure South, Co. (Kiewit), and Munilla Construction Management, LLC d/b/a/ MCM (MCM), to Step 2 evaluation of technical and price proposals.

Step 1 Results: See attached Reconvened Step 1 Tabulation Report.

STEP 2
The Step 2 process is the evaluation of competitive Technical and Price Proposals from those advancing firms who choose to offer a responsive and responsible proposal.

Step 2 Proposals: The three firms provided technical and price submittals on October 23, 2014.

CSBE Compliance Review: The, October 30, 2014, CSBE compliance review memo issued by the Small Business Development Division of the Internal Services Department, indicated the three proposers were responsive to the CSBE Set-Aside Measure established for this project.

Step 2 Meeting: A summary review of the technical proposals submitted by the three respondent firms was presented by PWWM and the Design-Criteria Professional (DCP). Both PWWM and the DCP advised that all three firms met the Step 2 requirements noted in the RDBS.

The CSC evaluated Kiewit, GLF, and MCM. Upon completion of the evaluation, the technical scores were as follows: Kiewit – 446 point, MCM – 424 points, and GLF – 411 points. Price envelopes were then opened. The base proposal contract prices are as follows: MCM – $18,343,210.00, Kiewit – $17, 097,200.00, and GLF – $11,321,000.00.

The final ranking was determined by dividing the technical score by the bid amount to yield an Adjusted Bid. An Adjusted Bid is an evaluation process where proposals are evaluated and assigned point values in accordance with established criteria in the solicitation. The qualitative aspects are scored and totaled on a scale of 1 to 100 points, per CSC, and the recommended firm is selected by dividing the price by the technical score to yield an Adjusted Bid. The firm with the lowest Adjusted Bid was GLF. Therefore, the final ranking was as follows:

GLF – 1st Place Rank
Adjusted Bid – 27,545.01

Kiewit – 2nd Place Rank
Adjusted Bid – 38,334.53

MCM – 3rd Place Rank
Adjusted Bid – 43,262.29

Step 2 Results: See attached Step 2 Tabulation Report.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one design-build agreement for this solicitation with the top ranked firm:

Negotiation Committee
Amelia M. Cordova-Jimenez, ISD, Non-Voting Chairperson
Antonio Cotarelo, PWWM
George Navarrete, PROS
Franklin Stirrup, MDAD

Technical Advisors
Marcos Redondo, PWWM
Bassam Moubayed, PWWM
Gaspar Miranda, PWWM

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations. See below:

SELECTION FOR DESIGN-BUILD NEGOTIATION
ONE AGREEMENT WITH A CSBE SUB-CONTRACTOR
TRADE SET-ASIDE MEASURE FOR PAVEMENT MARKINGS AND TRAFFIC SIGNAGE

GLF Construction Corporation

The following firms will serve as the alternates:

Kiewit Infrastructure South, Co.

Munilla Construction Management, LLC d/b/a MCM

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

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

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum. Should negotiations fail with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

If a satisfactory agreement cannot be reached within the above noted timeline, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue

and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

Approved 11/5/14 Date

Attachments:

1. List of Respondents
2. Reconvened Step 1 Tabulation Report
3. Step 2 Tabulation Report

c: Alina T. Hudak, Deputy Mayor
Clerk of the Board of County Commissioners
Competitive Selection Committee

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Design Build Services for the Venetian Causeway Bridge Rehabilitation, Bridge No. 874459
ISD Project No.: DB14-PWWM-01
Measures: CSBE Sub-Contractor Trade Set-Aside for Pavement Markings and Traffic Signage
Number of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 08/13/2014

Submittal No: 1
Prime Name: KIEWIT INFRASTRUCTURE SOUTH, CO.
Trade Name: KIEWIT SOUTHERN COMPANY
Prime Local Preference: Yes
FEIN No.: 470530367

Subs Name	Trade Name	Subs FEIN No.
a. HARDESTY & HANOVER, LLC		453031954
b. HAZEN AND SAWYER, P.C.		132904652
c. GEOSOL, INC.		650997886
d. MARLIN ENGINEERING, INC.		650279601
e. COASTAL SYSTEMS INTERNATIONAL, INC.		650543399
f. A.H. BECK FOUNDATION CO., INC.		741202926
g. CASE ATLANTIC COMPANY		522067962
h. APPLIED FOUNDATION TESTING, INC.		593417167

Submittal No: 2
Prime Name: GLF CONSTRUCTION CORPORATION
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650394050

Subs Name	Trade Name	Subs FEIN No.
a. T.Y. LIN INTERNATIONAL		941598707
b. NEW MILLENNIUM DESIGN CONSULTANTS, INC.		204809247
c. KEITH AND SCHNARS, P.A.		591406307
d. EBS ENGINEERING, INC.		650492113
e. ERDMAN ANTHONY OF FLORIDA, INC.		200930234
f. UNDERWATER ENGINEERING SERVICES	S G PINNEY & ASSOCIATES, INC.	592405375
g. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
h. MANUEL G. VERA & ASSOCIATES, INC.		591741639
i. HADONNE CORP.		651089850
j. E SCIENCES, INCORPORATED		593667002

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: DB14-PWWM-01
Measures: CSBE Sub-Contractor Trade Set-Aside for Pavement Markings and Traffic Signage
Number of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 08/13/2014

Submittal No: 3 **Prime Local Preference:** Yes
Prime Name: MUNILLA CONSTRUCTION MANAGEMENT, LLC **FEIN No.:** 592373403
Trade Name: MCM / MAGNUM CONSTRUCTION MANAGEMENT CORP.

Subs Name	Trade Name	Subs FEIN No.
a. NETWORK ENGINEERING SERVICES, INC./DBA BOLTON, PEREZ & ASSOCIATES	BOLTON, PEREZ AND ASSOCIATES	650789352
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. MANUEL G. VERA & ASSOCIATES, INC.		591741639
d. MARLIN ENGINEERING, INC.		650279601
e. TIERRA SOUTH FLORIDA, INC		200282450
f. E SCIENCES, INCORPORATED		593667002
g. CUNNINGHAM GROUP, INC.		650818493

RECONVENED STEP 1 MEETING
OCTOBER 6, 2014

MIAMI-DADE PUBLIC WORKS AND WASTE MANAGEMENT

DESIGN-BUILD SERVICES FOR THE VENETIAN CAUSWAY BRIDGE REHABILITATION

ISD PROJECT NO. DB14-PWWM-01

TABULATION SHEET

		COMPETITIVE SELECTION COMMITTEE											
		E.W. Franklin Stirrup, PWWM	Antonio Cotarelo, PWWM	Eric Carpenter, City of Miami Beach	Eduardo Santamaria, City of Miami	George Navarrete, MDPR	SUB-TOTAL		Law Department	High Density	TOTAL QUALITATIVE CORE	QUALITATIVE RANK	FINAL RANK
	NAME OF FIRM(S)												
1	KIEWIT INFRASTRUCTURE SOUTH, CO. (LP)												
	1A - Qualifications of Firms Including the Team members Assigned to the Project (Max. 50 points)	45	40	40	47	50	222	44	30	59			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	22	25	20	20	23	110	22	15	19			
	3A - Past Performance of Firms (Max. 20 points)	18	18	18	17	18	89	18	12	24	435	1	1
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	2	3	3	2	14	3	2	4			
		89	85	81	87	93							
2	GLF CONSTRUCTION CORPORATION (LP)												
	1A - Qualifications of Firms Including the Team members Assigned to the Project (Max. 50 points)	40	40	35	44	50	209	42	28	56			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	20	20	22	18	25	105	21	14	18			
	3A - Past Performance of Firms (Max. 20 points)	14	15	15	15	18	77	15	10	20	416	2	2
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7			
		79	80	77	82	98							
3	MUNILLA CONSTRUCTION MANAGEMENT, LLC (LP)												
	1A - Qualifications of Firms Including the Team members Assigned to the Project (Max. 50 points)	40	40	38	43	45	206	41	28	65			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	20	15	20	17	20	92	18	12	24	398	3	3
	3A - Past Performance of Firms (Max. 20 points)	16	16	17	16	16	80	16	11	21			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	4	3	20	4	3	5			
		80	76	79	80	83							

Amelia M. Cordova-Jimenez, ISD Non-Voting Chairperson

LP - Local Preference

STEP 2 MEETING November 3, 2014	COMPETITIVE SELECTION COMMITTEE												
MIAMI-DADE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT DESIGN-BUILD SERVICES FOR THE REHABILITATION OF THE VENETIAN CAUSEWAY BRIDGE NO.: 874439 ISD PROJECT NO: DB14-PWWM-01	Antonio Quintero (CVM/WBE)	Nicholas Nuccio (ADO)	Gonzalo Ramirez (CROS)	Eric Carpenter (Chief Marine Engineer)	Raymond Suarez (City of Miami Beach)	SUB-TOTAL	AVERAGE	LOCAL PREFERENCE	PROPOSED	TOTAL	Base Contract Price	Adjusted Total	FINAL RANKING
STEP 2 TABULATION SHEET													
NAME OF DESIGN-BUILDERS													
1 Keiwit Infrastructure South, Co. (LP)													
1B -Project Design Approach (Max. 40 points)	36	34	39	36	37	181	36	24	48				
2B - Project Construction (Max. 40 points)	32	34	38	35	37	176	35	24	47				
3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	18	18	18	18	17	89	18	12	24				
	85	86	95	89	91	446				446	17,097,200.00	18,134.53	1
2 GLF Construction Corporation (LP)													
1B -Project Design Approach (Max. 40 points)	25	36	37	32	36	166	33	22	44				
2B - Project Construction (Max. 40 points)	24	36	39	33	37	169	34	23	45				
3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	12	18	15	15	16	76	15	10	20				
	61	90	91	80	89	411				411	11,321,000.00	27,545.01	2
3 Munilla Construction Management, LLC (LP)													
1B -Project Design Approach (Max. 40 points)	30	32	39	34	36	171	34	23	45				
2B - Project Construction (Max. 40 points)	28	32	36	36	36	168	34	23	45				
3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	15	18	19	18	15	85	17	11	23				
	73	82	94	88	87	424				424	18,343,210.00	43,262.29	3

Amelia M. Cardova-Jimenez, Chairperson, ISD

LP - Local Preference

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 3, 2015

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

SUBJECT: Agenda Item No. 8(L)(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(L)(1)
3-3-15

RESOLUTION NO. R-217-15

RESOLUTION GRANTING TO THE MAYOR OR MAYOR'S DESIGNEE ADDITIONAL EXPENDITURE AUTHORITY TO ENTER INTO A CONTRACT FOR THE REPLACEMENT OF A PORTION OF THE WEST VENETIAN BASCULE BRIDGE, AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A CONTRACT FOR DESIGN BUILD SERVICES WITH GLF CONSTRUCTION CORPORATION IN A TOTAL CONTRACT AMOUNT OF $12,433,100.00 FUNDED WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS, AND RATIFYING THE CONTRACT IN FURTHERANCE OF RESOLUTION NO. R-468-14, ALL SUBJECT TO SIGNIFICANT MODIFICATIONS OF BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT NO. 138 – "TAMIAMI SWING BRIDGE" AND PROJECT NO. 348 – "WEST VENETIAN BASCULE BRIDGE REPLACEMENT"

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board (1) grants to the Mayor additional expenditure authority to enter into a contract for Design-Build Services for the Project entitled "Venetian Causeway Bridge Rehabilitation, Bridge No. 874459" (Project No. DB14-PWWM-01; Contract No. 20140063) for the replacement of a portion of the West Venetian Bascule Bridge; (2) authorizes execution of contract for design build services with GLF Construction Corporation for a total contract amount of $12,433,100 funded from the Building Better Communities General Obligation Bond funds in substantially the form attached; and (3) ratifies the contract in furtherance of Resolution No. R-468-14 approved by this Board on May 20, 2014, in all cases subject to this Board's approval of significant modifications to Bond

Program Project No. 138 – "Tamiami Swing Bridge" ("Project No. 138") to reduce its allocation and Project No. 348 – "West Venetian Bascule Bridge Replacement" to increase allocation by $3,864,130 of surplus funds from Project No. 138.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, 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:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**absent**
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**absent**	Rebeca Sosa	**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 3rd day of March, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

DESIGN-BUILD SERVICES AGREEMENT FOR THE
VENETIAN CAUSEWAY BRIDGE REHABILITATION
(BRIDGE NO. 874459)

ISD Project No.: DB14-PWWM-01
PWWM Project No.: 20140063

DESIGN-BUILD SERVICES AGREEMENT

Made as of the _____day of_____in the year 2014.

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

and the Design-Builder:

Name:	GLF Construction Corporation
FEIN:	650394050
Address:	80 SW 8TH ST STE 2201 Miami, FL, 33130-3003
Phone Number:	(305) 371-5228
Fax Number:	(305) 371-9201
E-mail Address:	jbeaird@glfusa.com

The term "Design-Builder" shall include its officials, successors, legal representatives, and assigns.

The Miami-Dade County and the Design-Builder agree as set forth herein:

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ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

1.01 General.

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

1.02 ABBREVIATIONS.

CEI	Construction Engineering and Inspection Firm
DCCP	Design and Construction Criteria Package
F.A.C.	Florida Administrative Code
FAR	Federal Acquisition Regulation
FBC	Florida Building Code
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
F.S.	Florida Statutes
MDC	Miami-Dade County
MDWASD	Miami-Dade County Water and Sewer Department
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
PWWM	Miami-Dade County Public Works and Waste Management Department
RDBS	Request for Design Build Services
U.S.C.	United States Code

1.03 DEFINITIONS

A. Whenever the following terms or pronouns in place of them appear in this Agreement the intent and meaning shall be interpreted as follows:

1. Article. The numbered prime division of this Agreement.
2. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
3. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term "days" shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

4. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Department and the DESIGN-BUILDER setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

5. Contract Documents. Documents designated in ARTICLE 6 of the of this Agreement. Includes the Request For Design Build Services (Volumes I and II) with any and all attachments, addenda, and modifications thereto, the Design Build Agreement, and the plans and specifications which are to be developed signed and sealed by DESIGN-BUILDER.

6. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration

7. Contractor. The individual, firm, joint venture, or company contracting with the Department to perform the work. The word "Contractor" is also deemed to include a Design-Build Firm contracting with the Department for performance of work, including all engineering services and furnishing of materials.

8. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

9. Department. Miami-Dade County Public Works and Waste Management Department.

10. Design-Builder. The person, firm or corporation selected to perform the work pursuant to this Agreement and be primarily liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under Contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the provision, installation, and performance of all equipment, materials, and the DESIGN-BUILDER is in no way relieved of the responsibility for the performance of all equipment furnished. The DESIGN-BUILDER shall include a design engineering architecture/staff professional ("Designer") pursuant to Section 287.055, Florida Statutes (2007).

11. Design and Construction Criteria Package (DCCP). Criteria for DESIGN-BUILDER prepared design, Project Concept Report, Scope of Work and Service, and all other documents attached thereto; and which, together set forth the criteria for work to be provided to complete this Contract. Also referred to as the Design Criteria Package.

12. Design Criteria Professional: Miami-Dade County Public Works and Waste Management Department or its authorized representatives, including but not limited to the resident Design Criteria Professional either employed or not employed by the County for the provision of professional architectural or engineering services in connection with the preparation of the Design Criteria Package and other project related work. For the purposes of this paragraph, the Design Criteria Professional for this project is Marcos Redondo, P.E., on behalf of the Miami-Dade Public Works and Waste Management Department (PWWM), located at 111 NW 1st Street, 15th Floor, Miami, FL 33128.

13. Engineer. The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

    a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

14. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record shall be a part of the Design Build Firm.

15. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

16. Extra Work. Any "work" which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

17. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

18. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

19. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the DESIGN-BUILDER.

20. Laboratory. The official testing laboratory authorized by the Department.

21. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.

22. Materials. Any substances to be incorporated in the work under the Contract.

23. Notice to Proceed. Written notice from MDC to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the work and on which the Contract period commences to run.

24. Plans. The signed and sealed plans prepared by the Engineer of Record and accepted by the Department, including reproductions thereof, showing the location, character, dimensions, and details of the work. Upon review by the Department, the plans will be stamped "Released for Construction" dated and initialed by the reviewer.

25. Right-of-Way. The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.

26. Roadbed. The portion of the roadway occupied by the subgrade and shoulders.

27. Roadway. The portion of a highway within the limits of construction.

28. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the DESIGN-BUILDER to define some portion of the Work. The Work may include both permanent and temporary works as appropriate to the Project. Shop Drawings and other contractor submittals are not Plans as so defined.

29. Site (also Project Site, Work Site, Construction Site, and Job Site). The location(s) at which the construction under this Agreement is to be accomplished, as shown in the Contract Documents.

30. Special Provisions. Project specific clauses adopted by the Department that add to or revise the Specifications and associated supplemental specifications, or provide other requirements applicable to the Contract.

31. Specialty Engineer.

    a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the Work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the DESIGN-BUILDER such as but not limited to pot bearing designs, non-standard expansion joints, mechanically stabilized earth wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the FDOT Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

    b. For items of work not specifically covered by Rule 14-75, F.A.C., a Specialty Engineer is qualified if he has the following qualifications:

        1) Registration as a Professional Engineer in the State of Florida.

2) The education and experience necessary to perform the submitted design as required by the Florida Board of Professional Engineers.

c. In a Design-Build Contract, requests for acceptance for non-complying work, repair procedures, shop drawings review, or review of activities directly affecting public safety must be prepared by a firm independent from both the Specialty Engineer and Engineer of Record if Specialty and Engineer of Record are same entity. If the Specialty Engineer and Engineer of Record are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the Engineer. If the Specialty Engineer and Engineer of Record are the same entity, the Specialty Engineer/Engineer of Record will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/Engineer of Record will check and verify the work of the independent firm as being complete and correct prior to submittal to the Engineer.

32. Specifications. The signed and sealed directions, provisions, and requirements prepared by the Engineer of Record together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Includes the original and unaltered General Requirements (Division 01) of the PWWM Specifications provided with the Contract Documents, and all specifications provided by the County as part of the Design and Construction Criteria Package.

33. State. State of Florida.

34. Subarticle. A headed and numbered subdivision of an Article.

35. Sub-consultant. A person or organization which is properly registered as a professional Architect, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the DESIGN-BUILDER to furnish professional services for the scope of work described in ARTICLE 2 herein.

36. Sub-contractor. A person or organization which is properly certified as Contractor with the Miami-Dade County for the particular trade he/she will be rendering services under, who has signed an Agreement with the DESIGN-BUILDER to furnish construction/installation-related services for the scope of work described ARTICLE 2 herein.

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

38. Substructure. All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

39. Superintendent. The DESIGN-BUILDER's authorized representative in responsible charge of the work.

40. Superstructure. The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

41. Surety. The corporate body that is bound by the Contract Bond with and for the DESIGN-BUILDER and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

42. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

43. Traveled Way. The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

44. Work. The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents; and includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents. Work includes all labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

45. Working Day. Any calendar day on which the DESIGN-BUILDER works or is expected to work in accordance with the approved work progress schedule.

ARTICLE 2. THE PROJECT

2.01 LOCATION

A. Venetian Causeway Bridge No. 874459 as further detailed in the Contract Documents.

2.02 WORK

A. The DESIGN-BUILDER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows and further detailed in the Contract Documents:

B. Perform all Work pursuant to the requirements of the Contract Documents. Work includes all design and construction services necessary to rehabilitate the westernmost portion of Bridge No. 874459/Venetian Causeway in Miami-Dade County by removing and disposing, in an artificial reef, of approximately 730'-9" of the bridge's westernmost superstructure and substructure including the first abutment, existing bulkhead, and the expansion joint at the end of the cantilevered beams, and replacing with a new complete bridge superstructure, substructure, approach roadway, and lighting meeting the requirements of the Contract Documents. All work must be performed during a full closure of the Causeway bridge. Work includes but is not limited to providing all geotechnical, survey, permits, and all other design services in accordance with the latest AASHTO, County, and FDOT design standards, necessary to produce the required construction documents, engineering plans, traffic control and maintenance of traffic plans (including signs, variable message boards, and markings to detour traffic); project permitting; public involvement plan; and all project coordination.

C. The Venetian Causeway is on the National Register of Historic Places. The DESIGN-BUILDER must coordinate the Work with all applicable agencies, obtain their written approval of the work, and provide a new bridge superstructure and substructure that preserves and matches all historic aspects and bridge characteristics of the existing structures while meeting all current standards as specified in the Contract Documents. This includes all necessary work and features necessary to neatly integrate the Work with the portions of the bridge and roadway that remain.

2.03 PROJECT SCHEDULE

A. Comply with the requirements of Article 1.06 E (Scheduling of the Work) of Division 01 (General Requirements) of the PWWM Specifications and Section 1.8 (Project Schedule) of the Design and Construction Criteria located in Volume II (Design and Construction Criteria Package) of the RDBS.

ARTICLE 3. CONTRACT TIMES

3.01 NOTICE TO PROCEED

A. Except as specifically authorized in writing by MDC, the DESIGN-BUILDER is not authorized to perform work (other than obtaining permits) under the Agreement until the effective date of the Notice to Proceed, upon which the DESIGN-BUILDER shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the date shown on the Notice to Proceed.

B. Any Work Performed by the DESIGN-BUILDER (other than obtaining permits) prior to Notice-To-Proceed shall be at the DESIGN-BUILDER's own risk and shall not be considered as the basis for any claim.

3.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Article 1.06 A (Notice to Proceed) of Division 01 (General Requirements) of the PWWM Specifications, and completed and ready for final payment in accordance with ARTICLE 13 of this Agreement within 330 days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES

A. DESIGN-BUILDER and the County recognize that time is of the essence and that the County will suffer financial loss if the Work is not completed within the times specified in the Contract Documents, plus any extensions thereof authorized in accordance Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal, arbitration, or similar proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty), DESIGN-BUILDER shall pay the MDC the sum of Three Thousand Two Hundred Twenty Six Dollars ($3,226.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, should the DESIGN-BUILDER neglect, refuse or fail to complete the remaining work within the mutually agreed upon date specified on the "Certificate of Acceptance For Substantial Completion" or any approved extension thereof, the DESIGN-BUILDER shall pay to MDC the sum of Three Thousand Two Hundred Twenty Six Dollars ($3,226.00) for each day after the time above (plus approved extensions) for completion and readiness for final payment.

B. These amounts are not penalties but liquidated damages to MDC. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by MDC as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time. The County may deduct the sum of liquidated damages from any monies due or that become due to the DESIGN-BUILDER under the Agreement or under any other contract with the County, or if such monies are insufficient, the DESIGN-BUILDER or its Surety or Sureties shall pay to the County any deficiencies in such monies within thirty (30) days of written notice by the County. The remedies provided herein are not intended to preclude the County from terminating this Agreement as provided in the termination provisions herein.

C. County does not waive its right to liquidated damages due under the Contract by allowing the DESIGN-BUILDER to continue and to finish the work, or any part of it, after the expiration of the Contract.

D. The requirements of this ARTICLE may not be waived, compromised or settled without the express written consent of the Board of County Commissioners.

ARTICLE 4. CONTRACT PRICE

4.01 DESIGN-BUILD SERVICES FEE

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

1. Agreed Fixed Sum

   a. Under this compensation basis, the DESIGN-BUILDER agrees to perform the Design-Build Services described in this Agreement for an agreed fixed dollar amount of compensation not to exceed Twelve Million Four Hundred Thirty Three Thousand One Hundred Dollars ($12,433,100) inclusive of the Contingency Allowance account described in ARTICLE 4.02 below and the Dedicated Allowance account described in ARTICLE 4.03 below, disbursed pursuant to ARTICLE 13 of this Agreement.

   b. The securing of all necessary staging areas in a timely manner remains the responsibility of the DESIGN-BUILDER. The County shall not be liable for or approve any claims brought about by the delays in securing the use, hindrance of use, or denial of use of the Property.

4.02 CONTINGENCY ALLOWANCE ACCOUNT

A. A Contingency Allowance account, subject to the requirements of Article 1.07 C (Contingency Allowance Account) of Division 01 (General Requirements) of the PWWM Specifications, has been established for this Agreement. The Agreed Fixed Sum in ARTICLE 4.01 of this Agreement includes a Contingency Allowance account consisting of One Million One Hundred Twelve Thousand One Hundred Dollars ($1,112,100).

B. The DESIGN-BUILDER is not entitled to funds from the Contingency Allowance account unless, at the discretion of the Engineer, work is directed by the Engineer to be performed that is beyond the scope of established Agreement but is required in order to complete the Work to its' full capacity, functional ability and comply with all safety and health requirements. The DESIGN-BUILDER shall perform such work only upon receipt of an executed Contingency Allowance account expenditure form from the Engineer.

4.03 DRAINAGE DEDICATED ALLOWANCE

A. A dedicated allowance account in the amount of Two Hundred Thousand Dollars ($200,000) has been established to pay for the design and construction of the treatment of drainage water in the event that the conditions of the DERM permit requires it.

B. The DESIGN-BUILDER is not entitled to funds from the Dedicated Allowance account unless the design and construction of the treatment of drainage water is required by the DERM permit. The DESIGN-BUILDER shall perform such work only if required by the DERM permit and upon approval by the Engineer.

ARTICLE 5. DESIGN-BUILDER'S REPRESENTATIONS

5.01 REPRESENTATIONS.

A. By entering into this Agreement, DESIGN-BUILDER makes the following representations:

1. DESIGN-BUILDER has examined and carefully studied the Contract Documents and the other related data identified in the Request for Design Build Services.
2. DESIGN-BUILDER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. DESIGN-BUILDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. DESIGN-BUILDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site if any, that have been identified or made available by MDC and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified or made available by MDC.
5. DESIGN-BUILDER has considered the information known to DESIGN-BUILDER; information commonly known to design/builders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by DESIGN-BUILDER, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) DESIGN-BUILDER's safety precautions and programs.
6. DESIGN-BUILDER has given MDC written notice of all conflicts, errors, ambiguities, or discrepancies that DESIGN-BUILDER has discovered in the Contract Documents, and the written resolution thereof by MDC is acceptable to DESIGN-BUILDER.
7. The DESIGN-BUILDER certifies that no companies or persons, other than bonafide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved sub-consultants and sub-

contractors, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The DESIGN-BUILDER also certifies that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved sub-consultants and sub-contractors, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, MDC shall have the right to annul this Agreement without liability.

ARTICLE 6. CONTRACT DOCUMENTS

6.01 THE CONTRACT DOCUMENTS CONSIST OF THE FOLLOWING:

A. This Agreement

B. Performance Bond

C. Payment Bond

D. The Request for Design-Build Services (RDBS) Volume I dated July 28, 2014.

E. RDBS Volume II (Design and Construction Criteria Package)

F. Addenda numbers 1 through 14 inclusive.

G. Design-Builder's Technical Proposal dated October 23, 2014.

H. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:

1. Notice to Proceed;
2. All County Change Orders amending, modifying or supplementing the Contract Documents pursuant to ARTICLE 11 of this Agreement;
3. Signed and sealed final Specifications provided by Engineer of Record and accepted by Miami-Dade County; and
4. Signed and sealed plans and Engineering Documents required by the Contract Documents to be provided by the Engineer of Record and accepted by MDC.

I. There are no Contract Documents other than those listed above in ARTICLE 6 of this Agreement. The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

6.02 GENERAL REQUIREMENTS (DIVISION 01)

A. The DESIGN-BUILDER must comply with the General Requirements (Division 01) contained in Volume II of II (Design and Construction Criteria Package) of the RDBS. Additionally, the DESIGN-BUILDER must incorporate into the signed and sealed Specifications, an original and unaltered copy of the aforementioned General Requirements (Division 01).

ARTICLE 7. RESPONSIBILITIES OF THE DESIGN-BUILDER

7.01 GENERAL

A. The DESIGN-BUILDER shall adhere to good project management practices while working on this Project. These include communication with Miami-Dade County staff and others as necessary, management of time and resources, and documentation. DESIGN-BUILDER shall be responsible to MDC for Design-Build Services and the services of DESIGN-BUILDER sub-consultants and sub-contractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by MDC nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

B. DESIGN-BUILDER shall provide all design and engineering services anticipated to include, but not limited to the following: performing preliminary design analysis; site investigations; maintenance of traffic; hydraulic analysis; coordination with utilities, municipalities, roadway agencies, other professional firms and the neighboring community; preparation of design reports, preparation of drawings, contract and construction specifications;, certifications and as-built drawings; prepare and implement a Public Information Plan; apply, obtain, pay for all permits (excluding Miami-Dade County Public Works Department permit fee), and respond as necessary to obtain all required permits. It is the responsibility of the DESIGN-BUILDER to secure all permits and to provide signed and sealed surveying and engineering construction documents which comply with all regulatory requirements as well as meeting the requirements of the Contract Documents.

C. The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities, labor, material costs and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

D. The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, sub-consultants, and sub-contractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

E. The DESIGN-BUILDER shall not perform any work other than that specified under this Contract or as directed by the Engineer, within the limits of project work, without prior written notification and approval by the Engineer. This includes work for private or commercial entities.

F. The DESIGN-BUILDER shall be responsible for any required coordination with all on-going projects in the vicinity of the Project.

G. Coordination and Access:

1. Other County Contracts: The County may undertake or award other contracts for additional work, and the DESIGN-BUILDER shall fully cooperate and coordinate with other contractors and the County and carefully fit his own work to such additional work. The DESIGN-BUILDER shall not perform any act which will interfere with the performance of work by any other contractor or by the County. The DESIGN-BUILDER shall be responsible for obtaining all necessary scheduling details from other contractors. All requests must be made, in writing, to the County. The Engineer shall have the authority to resolve conflicts related to coordination between Contractors.

2. In the event of interference between the work of the DESIGN-BUILDER and other contractors working concurrently at the Site, the Engineer will instruct the DESIGN-BUILDER as to which work has priority in performance and such instructions shall be binding upon the DESIGN-BUILDER. The DESIGN-BUILDER shall not have any claim against the County for any additional compensation whatsoever in connection therewith.

3. Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

H. It is the DESIGN-BUILDER's responsibility to prepare, transport and dispose of all removed elements off-site in compliance with all local, state and federal regulations.

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

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

K. The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards and barriers, and at night; suitable and sufficient lighting for the prevention of accidents and thefts.

L. The DESIGN-BUILDER, before commencing work, shall verify all governing dimensions at the site, and shall examine all adjoining work on which his work is in any way dependent for its perfect efficiency according to the intent of the Contract Documents and no disclaimer of responsibility for defective or non conforming adjoining work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and acceded to in writing by MDC through the Design Criteria Professional before the DESIGN-BUILDER begins any part of the Work.

M. The DESIGN-BUILDER shall satisfy himself/herself by personal investigation and by such other means as he/she may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design and Construction Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Agreement. The DESIGN-BUILDER shall be responsible for any additional soil tests required in developing the project. In the pricing of the design and construction of the field building, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

N. The DESIGN-BUILDER shall perform subsurface geotechnical investigations, including borings as required, for foundation and drainage design for the Project. The Design Builder shall employ a geotechnical engineer to prepare and certify a geotechnical report. The Design Builder shall submit the boring plan, boring log and geotechnical report, certified by the appropriate professionals of record, to the PWWM.

O. The DESIGN-BUILDER shall coordinate all utility relocations that are authorized or required by the Contract Documents.

P. The DESIGN-BUILDER shall perform all surveys necessary for the design, permitting and construction of the Project. The land survey shall identify property lines, topography and any existing site improvements necessary for the design, permitting and construction of the Project. The Design Builder shall submit to the PWWM the land survey certified by the appropriate professional of record.

7.02 STANDARD OF CARE

A. The standard of care for Design Professional Services performed or furnished under this Agreement will be the care and skill ordinarily used by engineers licensed by the State of Florida practicing currently under similar conditions at the same time and locality.

B. The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by DESIGN-BUILDER's Sub-Consultants), within the specified time period and specified cost. The DESIGN-BUILDER shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the work conforms to MDC's requirements as set forth in the Agreement.

C. The DESIGN-BUILDER shall be and remain liable to MDC for all damages to MDC caused by the DESIGN-BUILDER's negligent acts or errors or omissions in the performance of the Work as specified in ARTICLE 16.04 "ERRORS AND OMISSIONS" of this Agreement. In addition to all other rights and remedies, which MDC may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER's failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from the DESIGN-BUILDER's deficiencies for a period from the commencement of this Agreement until twelve (12) months following final acceptance of

the Work and for the period of design liability required by applicable law. MDC shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDC's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the DESIGN-BUILDER or any sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of MDC's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

D. The DESIGN-BUILDER and its sub-consultants shall be and remain liable to MDC in accordance with applicable law for all damages caused by any failure of the DESIGN-BUILDER or its sub-consultants and sub-contractors to comply with the terms and conditions of the Agreement or by the DESIGN-BUILDER or its sub-consultants' or sub-contractor's misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by sub-consultants, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant's work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four (24) months from final acceptance, unless otherwise required by the Contract Documents.

E. The DESIGN-BUILDER shall be responsible for compliance with Design and Construction Criteria which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

F. The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.

7.03 LAWS OR REGULATIONS

A. The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with, all Applicable laws, all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or term of the Agreement for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to MDC in writing. The DESIGN-BUILDER shall cause all its agents, employees, sub-consultants and sub-contractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

B. In the event of a change after the effective date of this Agreement in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise MDC in writing, and MDC, may initiate a change order, the purpose of which shall be to bring the Project into compliance with all applicable laws, ordinances, codes and regulations as amended or enacted.

C. The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.

7.04 PERMITS

A. Acquisition of all applicable permits will be the responsibility of the DESIGN-BUILDER. The DESIGN-BUILDER shall be responsible for the preparation of all permit packages and obtaining any needed permits for this project. As the permitee, the County is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. If any agency rejects or denies the permit application, it is the DESIGN-BUILDER's responsibility to make whatever changes necessary to ensure the permit is approved. Delays due to incomplete permit packages, agency rejection, agency denials, agency

processing time, or any permit violations, except as provided herein, will be the responsibility of the DESIGN-BUILDER, and will not be considered sufficient reason for time extension.

B. The DESIGN-BUILDER is responsible for preparing designs and proposing construction methods that are permitable. The DESIGN-BUILDER will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity.

C. Unless otherwise provided in the Contract Documents, DESIGN-BUILDER shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. MDC shall assist DESIGN-BUILDER, when necessary, in obtaining such permits, licenses and approvals. DESIGN-BUILDER shall pay all governmental charges and inspection fees necessary for the performance of the Work.

D. The DESIGN-BUILDER shall be responsible for identifying and obtaining all required permits and complying with all necessary permit conditions and requirements, and complying with the requirements of Article 1.05 C (Permits and Licenses) of Division 01 (General Requirements) of the PWWM Specifications.

E. DESIGN-BUILDER is responsible for paying all environmental mitigation fees required by the permitting agencies. If, as a result of design changes proposed by the DESIGN-BUILDER, additional environmental mitigation is required, it shall be the responsibility of the DESIGN-BUILDER to pay for the mitigation. Except that, MDWASD will pay all mitigation costs relating the MDWASD water main improvement portion of the Project.

7.05 QUALIFICATIONS OF DESIGN-BUILDER'S PERSONNEL

A. In connection with the Design-Build Services to be rendered pursuant to this Agreement, the DESIGN-BUILDER further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Service Order and in accordance with the approved project schedule. MDC has the right to approve and regulate the DESIGN-BUILDER's workforce and to approve specific DESIGN-BUILDER employees. MDC has the right to have any DESIGN-BUILDER's employee removed from the work, if, in MDC's sole judgment, such employee's conduct or performance is detrimental to the project. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by it without prior MDC approval. Comply with the requirements of Article 1.06 K (Qualifications of Contractor's Personnel) of Division 01 (General Requirements) of the PWWM Specifications.

B. DESIGN-BUILDER MUST FURNISH

1. A competent superintendent or supervisor who is employed by its firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work); and
2. Such other of its own organizational resources (supervision, management, and engineering services) as the Engineer determines is necessary to assure the performance of the Contract.

7.06 SAFETY AND PROTECTION

A. DESIGN-BUILDER shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. DESIGN-BUILDER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. DESIGN-BUILDER shall comply with applicable Laws or Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all

necessary safeguards for such safety and protection. DESIGN-BUILDER shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in this ARTICLE caused, directly or indirectly, in whole or in part, by DESIGN-BUILDER, any sub-consultant, sub-contractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by DESIGN-BUILDER.

D. Should a situation of Imminent Danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent Danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as determined by the DESIGN-BUILDER, Engineer of Record or the Engineer. The DESIGN-BUILDER will not be entitled to future claims alleging impacts caused by the County stoppage of the Work due to safety reasons.

E. Safety Representative: DESIGN-BUILDER shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

F. DESIGN-BUILDER's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and the County has issued a final notice to DESIGN-BUILDER in accordance with ARTICLE 13 of this Agreement that the Work is acceptable.

ARTICLE 8. SUB-CONSULTANTS, SUB-CONTRACTORS, AND SUBCONTRACTS

8.01 SUBCONSULTANTS

A. Services:

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

B. List of Firms:

1. The DESIGN-BUILDER proposes to utilize the following sub-consultants for the Project:

SUBCONSULTANT NAME	SUBCONSULTANT FEIN NO.
a. T.Y. Lin International	941598707
b. New Millenium Design Consultants, Inc.	204809247
c. Keith and Schnars, P.A.	591406307
d. EBS Engineering, Inc.	650492113
e. Erdman Anthony of Florida, Inc.	200930234
f. Underwater Engineering Services	592405375
g. Professional Service Industries, Inc.	370962090
h. Manuel G. Vera & Associates, Inc.	591741639
i. Hadonne Corp.	651089850

j. E Sciences, Incorporated 593667002

C. Replacement of Firms:

1. The DESIGN-BUILDER shall not change any sub-consultant without MDC's prior approval. A written request from the DESIGN-BUILDER must be submitted to MDC, stating the reasons for the proposed change.

D. Contract Measures:

There are no CBE sub-consultant measures applicable to this Project.

8.02 SUB-CONTRACTORS

A. Services

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

B. List of Firms

1. The DESIGN-BUILDER proposes to utilize the following sub-contractors for the Project:

SUB-CONTRACTOR NAME	SUB-CONTRACTOR FEIN NO.
a. Pro Striping USA Corp.	454733593
b. Shelby Erectors, Inc.	650755020

C. Replacement of Firms

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

D. Contract Measures

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

a. CSBE Trade Set Aside – Pavement Markings and Traffic Signage (Construction Portion only).

8.03 SUB-CONTRACTS

A. Subletting Or Assigning The Contract

1. DESIGN-BUILDER must perform, with its own organization, contract work amounting to not less than 51 percent (or a greater percentage if specified elsewhere in the Contract Documents) of the total original price proposal, excluding any specialty items designated by the County. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total price proposal before computing the amount of work required to be performed by the contractor's own organization.

a. "Its own organization" is construed to include only workers employed and paid directly by the DESIGN-BUILDER and equipment owned or rented by the prime contractor, with or without operators. Such

term does not include employees or equipment of a subcontractor, assignee, or agent of the DESIGN-BUILDER.

b. "Specialty Items" is construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount, upon which the requirements set forth in this Subarticle is computed, includes the cost of material and manufactured products which are to be purchased or produced by the DESIGN-BUILDER under the provisions of the Contract.

3. The materials acquired by the DESIGN-BUILDER for the purposes of this project, which are produced by other than the DESIGN-BUILDER's forces, may not be considered as being subcontracted. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and MDC determined that it would be to MDC's advantage, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from MDC.

4. Rental Equipment

a. The limitations set forth in this ARTICLE, as to the amount of work that may be subcontracted, do not apply to work performed by equipment rental agreement. However, for work to be performed by equipment rental agreement, the DESIGN-BUILDER shall notify the COUNTY in writing of such intention before using the rented equipment, and shall indicate whether the equipment is being rented on an operated or non operated basis. The DESIGN-BUILDER's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the COUNTY, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.

b. The operators of rented equipment, whether rented on an operated or a non operated basis, will be subject to wage rate requirements applicable to the project. If equipment is being rented without operators, the DESIGN-BUILDER shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the DESIGN-BUILDER, when required by the Contract or requested by the COUNTY, shall submit payrolls from the lessor with the names of the operators shown thereon.

c. Where rentals of equipment on an operated basis, from the same lessor, exceed $10,000 such lessor will be subject to any Affirmative Action Requirements applicable to the project.

B. Sub-Contract Documents: The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among sub-contractors nor in establishing the extent of Work to be performed by any trade.

C. Insurance Requirements: No sub-consultant and/or subcontractor shall be permitted to perform work at the Work site until he/she, or the DESIGN-BUILDER, in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to MDC.

D. Agreement to Schedule: Each Sub-contractor, as part of his submittal of required documentation under this ARTICLE, and prior to starting work, shall submit written certification that he has reviewed the DESIGN-BUILDER's schedule and agrees to work within the time frames specified therein.

E. The DESIGN-BUILDER agrees to bind specifically every sub-contractor and consultant to the applicable terms and conditions of this Agreement for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all of the terms of this Agreement into any and all subcontracts.

ARTICLE 9. COUNTY'S RESPONSIBILITIES

9.01 INFORMATION FURNISHED

A. The DESIGN-BUILDER is responsible to request any and all plans and data reasonably available to MDC, which the DESIGN-BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein. MDC agrees to furnish to the DESIGN-BUILDER any data available in MDC files pertaining to the work to be performed under this Agreement.

B. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the DESIGN-BUILDER. The County does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the DESIGN-BUILDER.

9.02 PROJECT MANAGEMENT

A. MDC shall designate a Project Manager to act as liaison between the DESIGN-BUILDER and MDC. The DESIGN-BUILDER shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The DESIGN-BUILDER shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the DESIGN-BUILDER'S work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The DESIGN-BUILDER and its Sub-consultants should visit the site periodically during the Design Phase to assess existing conditions. The DESIGN-BUILDER shall communicate with MDC in the most efficient manner and using electronic means to the greatest extent possible as directed by MDC.

B. The Project Manager shall act on behalf of MDC in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the DESIGN-BUILDER for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, MDC reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter.

9.03 RIGHT OF ENTRY

A. MDC grants to DESIGN-BUILDER, if the project site is owned by the County, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the project site for the purpose of providing the services. If the project site is not owned by the County, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the project site for the purpose of providing the services. MDC recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the DESIGN-BUILDER shall restore site to original condition.

ARTICLE 10. BONDS AND INSURANCE

10.01 CONTRACT BONDS

A. The DESIGN-BUILDER agrees to execute and deliver within 14 days after the Contract award date and prior to commencement of work, Design-Builder's Performance and Payment Bond(s). A single instrument Payment and Performance Bond, satisfactory to the County, for twice the penal sum (no less than 100% of the total maximum contract amount for payment-related issues and 100% of the total maximum contract amount for performance-related issues), shall be required of the DESIGN-BUILDER.

B. The bond 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 (Total Contract) Amount	Best's Rating
$500,001 to $1,500,000	BV
$1,500,001 to $2,500,000	AVI
$2,500,001 to $5,000,000	AVII
$5,000,000 to $10,000,000	AVIII
Over $10,000,000	AIX

C. On Contract amounts of $500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

D. 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.

E. For Contracts in excess of $500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

F. Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

G. The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.

H. The cost of the Bonds shall be included in the Price Proposal.

I. The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

J. The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.

K. In the event the Surety on the Payment and Performance Bond given by the DESIGN-BUILDER becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the County shall withhold all payments under the provisions of these Contract Documents until the DESIGN-BUILDER has given a good and sufficient Bond in lieu of Bond executed by such Surety.

L. Cancellation of any bond, or non-payment by the DESIGN-BUILDER of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the County at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the DESIGN-BUILDER.

10.02 INSURANCE

A. Design-Builder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Design-Builder or its employees, agents, servants, partners principals or subcontractors. Design-Builder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Design-

B. Builder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Design-Builder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. Within fourteen (14) days after the day of the execution of this Agreement by MDC and prior to commencement of Work, the Design-Builder shall obtain all insurance required under this Section with the exception of the Builder's Risk Insurance, which shall be provided upon receipt of Final Acceptance, and submit same to MDC for approval. All insurance shall be maintained until the Work has been completed and accepted by MDC. The Design-Builder shall furnish to Miami-Dade County.

D. The Design-Builder shall obtain all insurance required under this ARTICLE and submit same to Miami-Dade County for approval. All insurance shall be maintained until the Work has been completed and accepted by Miami-Dade County. The Design-Builder shall furnish to Public Works and Waste Management Department, Contracts and Specification, 111 NW 1st Street, 14th Floor, Miami, Florida 33128:

1. Certificate(s) of Insurance which evidence coverage as required in paragraphs a, b, c, d & e.
    a. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes, including, if applicable, coverage under the U.S. Longshoremen and Harbor Workers' Act and Jones Act coverage.
    b. Commercial General Liability/Marine Liability Insurance on a comprehensive basis including Explosion, Collapse and Underground Liability coverage in an amount not less than One Million Dollars ($1,000,000) Combined Single Limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.
    c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage.
    d. Hull, and Protection and Indemnity Insurance, to include Tower's Liability (if applicable), in an amount not less than $1,000,000 combined single limit per occurance for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
    e. The Design-Builder will provide or cause its Architect/Engineer to provide Professional Liability Insurance in an amount not less than $5,000,000 per claim.

E. 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:

F. The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 11. CHANGES IN THE WORK; CHANGES OF CONTRACT PRICE OR TIMES; CLAIMS

11.01 CHANGES

A. General

1. The County may, at any time, without invalidating the Agreement and without notice to the Sureties, by a written Change Order, order modifications in the Work and/or the Contract Documents, including changes, modifications, additions or deletions.
2. The DESIGN-BUILDER may, at any time, submit in writing to the County proposed modifications to the Work. The County will review such proposals and recommend the approval or denial of such proposed modifications to the County, and the County, at its sole discretion, may either approve or deny such proposed modifications.
3. Upon accepting modifications proposed by the DESIGN-BUILDER, the County will execute and issue a Change Order. The denial by the County of the DESIGN-BUILDER's proposed modification shall neither provide the DESIGN-BUILDER with any basis for a claim for damages nor an adjustment of the Time of Completion, nor shall the denial release the DESIGN-BUILDER from its contractual responsibilities under the Contract Documents.
4. Except as herein provided, no order, statement or conduct of the County shall be treated as a Change Order or entitle the DESIGN-BUILDER to additional compensation or an equitable adjustment hereunder.
5. If any Change Order causes a verifiable increase or decrease in the DESIGN-BUILDER's cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made and the Agreement will be accordingly modified in writing.
6. No adjustment in Contract Times will be made for delays due to Weather unless an event is considered by Engineer to be Force Majeure.

B. Changes in Contract Price

1. Within fifteen (15) days or a mutually agreed upon timeframe of receiving a request from the County or upon submission of a proposed modification the DESIGN-BUILDER shall submit, with each change, modification, addition or deletion, involving an increase or decrease in the cost of performing the Work, an itemized cost breakdown covering any Subcontractor's work as well as its own. The DESIGN-BUILDER shall also indicate proposed payment terms and any increase or decrease in the Time of Completion as a result of the proposed modification. The itemized breakdown shall include, but is not limited to, the following:
   a. Material quantities and unit prices;
   b. Engineering costs;
   c. Labor costs (identified with the specific item manufactured or installed or operation performed);
   d. Equipment costs;
   e. Overhead as determined by an independent audit in accordance with FAR Part 31 of the DESIGN-BUILDER's overhead rates and approval by the County;
   f. Profit – not to exceed 15%; and
   g. Employment taxes under the Federal Insurance Contributions Act and Federal Unemployment Tax Act.
2. For all labor charges, the DESIGN-BUILDER shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen percent of such sum for labor and the total thereof shall be full compensation to the DESIGN-BUILDER for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. Subsequent to the preceding and in addition, the DESIGN-BUILDER shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. The DESIGN-BUILDER's documentation of the labor burden costs shall be provided upon demand by the Engineer.
3. For all materials used, the DESIGN-BUILDER shall include the estimated cost of such materials, including freight charges, to which cost shall be added an amount equal to ten percent thereof, for full compensation that includes overhead, profit and home office expenses.

4. For any construction equipment or special equipment including maintenance, fuel and lubricant, required for the economical performance of extra work, the Engineer shall pay the DESIGN-BUILDER a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid, the Engineer shall make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the DESIGN-BUILDER or his companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubrication for rented equipment.
5. The DESIGN-BUILDER shall also include, as part of its submission, a subnet schedule showing a complete breakdown of all of the tasks required to complete the proposed modification, including the impact of the modification on the Project Schedule. This subnet schedule shall be in the same format as, and fully integrated into, the Project Schedule.
6. Adjustments in the Contract Sum resulting from a change, modification, addition or deletion in the Work shall be determined by one or more of the following:
    a. By agreement; or
    b. By the County on the basis of the County's estimate of an equitable increase or decrease in the Contract Sum.
7. No allowance shall be made, or recovery be allowed, to the DESIGN-BUILDER for loss of anticipated profit or overhead recovery as a result of a portion of the Work not being performed by reason of a change, modification, addition or deletion in the Work.

C. Changes in Contract Times

1. Contract completion date can only be changed through the Miami-Dade County Change Order process.
2. Adjustments in the Time of Completion of the Contract shall only be allowed if the Work included in the change, modification, addition or deletion falls on the critical path of the Project Schedule or alters such critical path so as to extend the time required for completion of the Work. The critical path will be determined from the latest approved version of the DESIGN-BUILDER's Project Schedule.
3. MDC shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, DESIGN-BUILDER shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Contracting officer, no addition or changes to the Work shall be made except upon written order of MDC, and MDC shall not be liable to DESIGN-BUILDER for any increased compensation or adjustment to the Contract Time without such written order. No officer, employee or agent of MDC is authorized to orally direct any increase or decrease in the Work.
4. The DESIGN-BUILDER's written acceptance of a Change Order, absent a written reservation of rights, shall constitute the DESIGN-BUILDER's final and binding agreement to the provisions thereof and a waiver by the DESIGN-BUILDER of any direct claims, resulting therefrom. Disagreement with a Change Order shall in no way excuse the DESIGN-BUILDER from complying with, and prosecuting, the work set forth in the Change Order. Should the DESIGN-BUILDER disagree with any Change Order, it shall, within thirty (30) days after receipt of the Change Order, submit to the County a written statement specifically setting forth the nature and monetary extent of such disagreement. No such claim by the DESIGN-BUILDER shall be considered if it is asserted after the earlier of thirty (30) days of DESIGN-BUILDER's receipt of the Change Order or after final payment under the Agreement has been made.
5. However, notwithstanding anything above to the contrary, upon the DESIGN-BUILDER's preliminary request for extension of Contract Time, pursuant to the Contract Documents, being made directly to the County, the County reserves, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the DESIGN-BUILDER in securing permits. Furthermore, as to any such

impact, no modification provision will be considered by the County unless the DESIGN-BUILDER clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the DESIGN-BUILDER to challenge or otherwise seek review or appeal in any forum of any determination made by the County under this provision.

6. Non-Compensable and Compensable Time Extensions:

   a. Additional time is provided for additional work performed outside the original scope of this Agreement as determined by the Engineer, which affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work only time not duplicated can be provided.

   b. Non-compensable time extensions can be granted for such items as:

      1) Hurricanes and severe storms

      2) Extra work outside the original scope of the Contract, whether paid for via Allowance Account or Miami-Dade County Change Order

      3) Delays determined by the Engineer to be Force Majeure

   c. Compensable "Stand-By" Time Extension

      1) If in the opinion of the Engineer, the County is responsible to pay the DESIGN-BUILDER standby time, the Engineer will prior to the "standing by", provide the DESIGN-BUILDER with a written authorization to standby. The County will only pay for actual labor and equipment standing by to be used for this delayed work only as stated in ARTICLE 11.01 B.1, Paragraphs a) and c) and not to exceed eight (8) hours per day. If the approved standby period extends beyond one day the Department will only pay for equipment to be used for the delayed work in accordance with ARTICLE 11.01 B.1, paragraph (c), not to exceed eight (8) hours per day, 40 hours per week, unless approved by the Engineer.

      2) A daily record of all Stand-By labor and equipment shall be signed by both, the DESIGN-BUILDER's representative and the Engineer's representative / inspector at the end of each day.

11.02 CLAIMS

A. General

1. The DESIGN-BUILDER will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the County, the happening of any event or occurrence, or any other cause, unless he shall have given the Engineer a written notice of claim therefore as specified in this ARTICLE.

2. The DESIGN-BUILDER shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

3. It is the intention of this ARTICLE, that differences between the parties arising under and by virtue of the Agreement shall be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

4. The notice requirements of this ARTICLE are in addition to those required in other articles of the Contract Documents.

5. The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the County's rejection of the claim.

6. The DESIGN-BUILDER must maintain a cost accounting system as a condition for making a claim against the County. The cost accounting system must segregate the costs of the work under this Agreement from

other DESIGN-BUILDER costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.

7. If the County decides to pay all or part of a claim for which notice was not timely made, the County does not waive the right to enforce the notice requirements in connection with any other claim.

8. Inasmuch as the notice of claim requirements of this ARTICLE are intended to enable the Engineer to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the DESIGN-BUILDER's failure to make the required notice on time is likely to disadvantage the County. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the DESIGN-BUILDER submits with his claim proof showing that the County has not been prejudiced by the DESIGN-BUILDER's failure to so comply and, in the event the County has been prejudiced by the DESIGN-BUILDER's failure to submit a timely notice of claim, the County will reduce any equitable adjustment claimed by the DESIGN-BUILDER to reflect the damage.

B. Claim Submittals

1. Claims or requests for equitable adjustments filed by the DESIGN-BUILDER shall be filed in full accordance with this ARTICLE no later than thirty (30) calendar days after the act giving rise to the claim and in sufficient detail to enable the County to ascertain the basis and amount of said claims. No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this ARTICLE. Failure to present and process any claim in accordance with this ARTICLE shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

2. The Engineer will review and evaluate the DESIGN-BUILDER's claims. It will be the responsibility of the DESIGN-BUILDER to furnish, when requested by Engineer, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Agreement.

3. Any work performed by the DESIGN-BUILDER prior to the effective date of the Notice to Proceed shall not be the basis for a claim from the DESIGN-BUILDER of any kind.

4. Each claim must be certified by the DESIGN-BUILDER as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

   a. The claim is made in good faith;
   b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
   c. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and
   d. The certifying person is duly authorized by the claimant to certify the claim.

5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the DESIGN-BUILDER shall, if applicable and as determined by the County, submit, in triplicate, the following information:

   a. Copy of DESIGN-BUILDER's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
   b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
   c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
   d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.

f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.

g. The DESIGN-BUILDER assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for: (1) home office expenses or any Direct Costs incurred allocated from the headquarters of the DESIGN-BUILDER; (2) loss of anticipated profits on this or any other project, (3) loss of bonding capacity or capability; (4) losses due to other projects not bid upon; (5) loss of business opportunities; (6) loss of productivity on this or any other project; (7) loss of interest income on funds not paid; (8) costs to prepare, negotiate or prosecute claims and (9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

h. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

i. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.

j. The documentation for budgeted cost shall, as a minimum, include:

   1) Copies of all the DESIGN-BUILDER's bid documents, bid quotes, faxed quotes, etc.

   2) Copies of all executed subcontracts.

   3) Other related budget documents as requested by the Engineer.

k. The documentation for actual cost shall, as a minimum, include:

   1) Time Sheets.

   2) Materials invoices

   3) Equipment invoices

   4) Subcontractors' payments

   5) Other related documents as required by the Engineer.

l. The DESIGN-BUILDER shall make all his books, employees, work sites and records available to the County or its representatives for inspection and audit.

m. No payment shall be made to the DESIGN-BUILDER by the County for loss of anticipated profit(s) from any deleted work.

6. As indicated above, the Engineer and the Engineer's Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the County shall pay to the DESIGN-BUILDER the amount of money it deems reasonable, less any appropriate retention, to compensate the DESIGN-BUILDER for the recognized claim.

7. Failure of the DESIGN-BUILDER to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the DESIGN-BUILDER has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Agreement. At such time, the DESIGN-BUILDER shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

ARTICLE 12. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 INDEPENDENT CONSTRUCTION ENGINEERING AND INSPECTION

A. The CEI will report directly to the Engineer, however, the DESIGN-BUILDER must cooperate fully with the CEI in all manners necessary to facilitate the performance of the CEI's duties.

B. The DESIGN-BUILDER must provide the CEI the documents, vehicles, equipment, and supplies needed for the performance of their duties; and a field office that is near or contiguous to the Engineer's field office. The DESIGN-BUILDER must also transport the CEI as required by means of the utility boats provided pursuant to Sub-Section 1.13 herein.

12.02 TESTING

A. The DESIGN-BUILDER shall be responsible for providing all testing for construction materials and installation as required for the different items of work. Three (3) copies of the results from a testing company certified to perform the required testing shall be submitted to the County.

B. The DESIGN-BUILDER will be subject to the requirements of Article 1.04 (Controlling Materials) of Division 01 (General Requirements) of the PWWM Specifications.

C. The County retains the right to inspect all phases of construction and accept or reject the materials.

12.03 MATERIALS

A. Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Article 1.03 C (Or-Equals and Substitutes) of Division 01 (General Requirements) of the PWWM Specifications. MDC shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by MDC in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER's expense.

B. Materials incorporated into the Project must comply with the approved signed and sealed Specifications including the requirements of the DCCP and Article 1.04 (Controlling Materials) of Division 01 (General Requirements) of the PWWM Specifications.

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

D. Materials furnished by the DESIGN-BUILDER not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site unless otherwise permitted in writing by MDC. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by MDC. If the DESIGN-BUILDER fails to comply promptly with a request by MDC, made under the provisions of this ARTICLE, MDC may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the DESIGN-BUILDER.

E. The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated to be furnished by MDC. MDC will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with MDC of material sources. The DESIGN-

BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as MDC expressly agrees in writing to assume.

F. Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

G. Property Rights in Materials: The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by MDC to the DESIGN-BUILDER for materials delivered to the site of the Work, or stored subject to or under the control of MDC. However, the DESIGN-BUILDER shall be responsible for the security of the material on-site until the material is incorporated into the Work and accepted by MDC.

12.04 WARRANTY:

A. Unless otherwise stated, the warranty shall be for a period of one year commencing with the execution of the certificate of final acceptance, a Miami-Dade County form. The County reserves the right to all warranties offered during the normal trade of business and, at the direction of the Engineer, the DESIGN-BUILDER shall execute an assignment of warranty document on all such commercial warranties allowing the County to submit and enforce such warranty after the expiration of the general warranty. This assignment shall be duly executed by both the DESIGN-BUILDER and the manufacturer transferring all rights of enforcement to the County at no additional charge to the County.

B. The DESIGN-BUILDER, at no additional expense to MDC, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, MDC will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER's pay request.

C. Sub-contractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of MDC provided that, if directed by MDC, the DESIGN-BUILDER requires such sub-contractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to MDC.

D. The rights and remedies of MDC provided in this ARTICLE are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

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

ARTICLE 13. PAYMENTS TO THE DESIGN-BUILDER AND FINAL COMPLETION

13.01 SCHEDULE OF VALUES

A. The DESIGN-BUILDER will be responsible for invoicing the County based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the approved schedule of values submitted pursuant to the requirements of Article 1.06 C (Schedule of Values) of Division 01 (General Requirements) of the PWWM Specifications. Final payment will be made upon final acceptance by the County of the Design-Build Project. The DESIGN-BUILDER must submit the schedule of values to the Department for approval. No invoices shall be submitted prior to County approval of the schedule of values.

B. Upon receipt of the invoice, the County's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

13.02 PAYMENTS TO THE DESIGN-BUILDER FOR DESIGN SERVICES

A. All payments will be made upon receipt and review of duly certified invoices meeting the requirements of the Contract Documents, stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

B. Before the DESIGN-BUILDER can receive any payment, except the first payment, for monies due him as a result of a percentage of the Work completed, he must provide MDC with duly executed release of lien from all sub-consultants, sub-contractors, and suppliers who have performed any work or supplied any material on the project as of the date, stating that said sub-consultants, sub-contractors, or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the DESIGN-BUILDER may, at MDC's sole discretion after the DESIGN-BUILDER demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition, identifying the sub-contractors and the amounts for which the Statement of Satisfaction cannot be furnished.

13.03 RETAINAGE

A. MDC shall retain a portion of each Progress Payment during the Construction Administration and Construction phases of the Contract in accordance with Article 1.07 (Measurement and Payment) of Division 01 (General Requirements) of the PWWM Specifications. The DESIGN-BUILDER shall provide for a similar retention in all of his subcontracts.

13.04 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

A. The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:

1. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The DESIGN-BUILDER must furnish MDC with completion documentation from the permitting agencies unless circumstances arise outside the contract scope that prohibits such certification from being issued.
2. The punch list may not be so extensive or of a nature that the DESIGN-BUILDER's completion will significantly interfere with the MDC's beneficial use of the facility.

B. When the DESIGN-BUILDER believes that all the Work or designated portion thereof required by this Agreement is substantially completed, the DESIGN-BUILDER shall submit to Engineer and Engineer's Inspectors for Substantial Completion inspection. The DESIGN-BUILDER, the Engineer's Inspectors, the Engineer of Record, the independent CEI, sub-consultants, and representatives from applicable agencies shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a "Punch List" prepared pursuant to the requirements of Article 1.07 D (Retainage; Punch List Requirements) of Division 01 (General Requirements) of the PWWM Specifications.

C. If the Engineer, Engineer of Record, the Independent CEI, and Engineer's Inspectors indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the DESIGN-BUILDER. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for the Punch List shall not be greater than sixty (60) days from the date of issuance of the Certificate of Substantial Completion.

D. If any of the conditions listed in this ARTICLE are not met and the Work has not been completed, or the DESIGN-BUILDER determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The DESIGN-BUILDER shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary

until Substantial Completion is declared. However, costs incurred by MDC for any inspections beyond a second inspection will be charged back to the DESIGN-BUILDER.

E. In the event the DESIGN-BUILDER fails to achieve Substantial Completion within the period specified in ARTICLE 3 of this Agreement for completion, the DESIGN-BUILDER shall be liable for Liquidated Damages and MDC has, as its option, the right to, after ten (10) calendar days notice to the DESIGN-BUILDER, have the work performed by others and backcharge the DESIGN-BUILDER for all Direct and Indirect Costs related to performing this work. The applicable Liquidated Damages would continue until the expiration of the ten (10) calendar day notice to the DESIGN-BUILDER that the County will have the work performed by others. The Punch List and the Agreement shall remain open until all work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any backcharges, after which, any surplus retainage will be released to the DESIGN-BUILDER. If the retainage is insufficient to cover the Liquidated Damages and any backcharge, the Owner will bill the DESIGN-BUILDER for the balance and the DESIGN-BUILDER shall promptly remit to the Owner an amount equal to the billing.

F. Final Completion: When the Engineer considers all Work indicated on the Substantial Completion Punch List to be complete, the DESIGN-BUILDER shall submit written certification that:

1. Work has been inspected for the compliance with the Contract Documents.
2. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
3. Work is completed and ready for final inspection.

G. Should the Engineer's inspection find that Work is incomplete, Engineer will promptly notify the DESIGN-BUILDER in writing listing all observed deficiencies. The DESIGN-BUILDER shall be responsible for all Direct and Indirect Costs to the County resulting from the DESIGN-BUILDER's failure to complete the Punch List items within the time allowed for completion.

H. The DESIGN-BUILDER shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Engineer will notify the DESIGN-BUILDER in writing of Final Acceptance as of the date of this final inspection.

I. Prior to Final Acceptance, the DESIGN-BUILDER shall deliver to the Engineer complete As-Builts, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and any other documents required by the Contract Documents.

J. Upon notification of Final Acceptance to the DESIGN-BUILDER, the Engineer will request and consider closeout submittals from the DESIGN-BUILDER including but not limited to the final Contractor's Affidavit and Release of All Claims.

K. The DESIGN-BUILDER, without prejudice to the terms of this Agreement, shall be liable to the County for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

L. Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the County due to failure of the Work to comply with the DESIGN-BUILDER's representations regarding the completion of the Work, the County will deduct from the final payment to the DESIGN-BUILDER, fees and costs associated with re-inspection services in addition to stipulated Liquidated Damages.

13.05 FINAL PAYMENT

A. After the Work has been accepted by the County, subject to the provisions of the Contract Documents, a final payment will be made as follows:

1. Prior to Final Acceptance of the Work, the DESIGN-BUILDER shall prepare and submit a proposed final application for payment to Engineer showing the proposed total amount due the DESIGN-BUILDER, segregated as to the specified items of work and approved Schedule of Values, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the DESIGN-BUILDER intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely as required by the Agreement.

2. The Engineer will review the DESIGN-BUILDER's proposed final application for payment and necessary changes or corrections will be forwarded to the DESIGN-BUILDER. Within ten (10) days thereafter, the DESIGN-BUILDER shall submit a final application for payment incorporating changes or corrections authorized by the County together with additional claims resulting therefrom. Upon approval by the Engineer, the corrected proposed final application for payment will become the approved final application for payment.

3. If the DESIGN-BUILDER files no claims with the final application for payment and no claims remain unsettled within thirty (30) days after final inspection of the Work by the Engineer, and agreements are reached on all questions regarding the final application for payment, the Engineer, in exchange for an executed release of all claims and properly executed close-out documents specified in SUBARTICLE 13.05 C below, will pay the entire sum found due on the approved final application for payment.

4. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in SUBARTICLE 13.05 C below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.

5. The release from the DESIGN-BUILDER will be from any claims arising from the Work under the Agreement. If the DESIGN-BUILDER's claim to amounts payable under the Agreement has been authorized by the County for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.

6. Final payment will be made within thirty (30) days after approval of the final notice and resolution of DESIGN-BUILDER's claims, or thirty (30) days after Final Acceptance of the Work by the Engineer, whichever is later. If a final application for payment has not been approved within thirty (30) days after final inspection of the Work, the County may elect to make payment of sums not in dispute without prejudice to the rights of either the County or the DESIGN-BUILDER in connection with any disputed items.

7. Prior to payment of a claim settlement, the claim may be audited by the County and may be subject to approval by the funding agencies.

8. Final payment made in accordance with this article will be conclusive and binding against both parties to the Agreement on all questions relating to the amount of work done and the compensation paid therefore.

B. With the final application for payment, the DESIGN-BUILDER shall return and submit final releases of claim from himself, from each Subconsultant, Subcontractor of record and from other Subcontractors or Material Suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from Subconsultants, Subcontractors and Suppliers shall be final, originals, notarized and executed on the form provided by the County and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the DESIGN-BUILDER shall execute and return to the Engineer all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the DESIGN-BUILDER may, at the County's sole discretion after the DESIGN-BUILDER demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the County, recognizing lack of such releases of claim. Furthermore, the DESIGN-BUILDER and the Surety shall agree in writing, in a form acceptable to the County, to indemnify, defend and hold harmless the County from any claims of subcontractors and suppliers who refuse to execute final releases.

C. The making of final payment shall constitute a waiver of all claims by the County except those arising from:

1. Faulty or defective Work appearing after Final Completion;

2. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;

3. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
4. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
5. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
6. Terms of all warrantees/guarantees required by the Contract Documents.

D. The acceptance of final payment shall constitute a waiver of all claims by the DESIGN-BUILDER.

ARTICLE 14. SUSPENSION OF WORK AND TERMINATION

14.01 PROJECT SUSPENSION OR ABANDONMENT

A. If the Project is suspended for the convenience of MDC for more than six months, or abandoned in whole or in part for the convenience of MDC under any phase, MDC shall give seven days notice to the DESIGN-BUILDER of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; MDC will not be liable for stand-by, overhead, or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with a Work Order. If the Project is suspended for the convenience of MDC for more than six (6) months, or abandoned in whole or in part for the convenience of MDC during any phase, the DESIGN-BUILDER shall be paid for services authorized by Work Order which were performed prior to such suspension or abandonment and MDC shall have no further obligation or liability to the DESIGN-BUILDER under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S further compensation may be renegotiated, but MDC will have no obligation to complete the Project under this Agreement, and may hire or contract with another DESIGN-BUILDER to complete the project. MDC will have no further obligation or liability to the DESIGN-BUILDER.

14.02 TERMINATION OF AGREEMENT

A. MDC may terminate performance of work under this contract in whole or, from time to time, in part if MDC determines that a termination is in MDC'S interest. MDC shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to MDC, and upon payment thereof MDC will have no further obligation or liability to the DESIGN-BUILDER under this Agreement. The DESIGN-BUILDER shall not be entitled to any other compensation under this Agreement.

B. In the event the DESIGN-BUILDER fails to comply with the provisions of this Agreement, MDC may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of MDC, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed professional services found acceptable to MDC. In the event partial payment has been made for such professional services not completed, the DESIGN-BUILDER shall return such sums to MDC within ten (10) days after receipt of written notice that said sums are due. The DESIGN-BUILDER shall be compensated on a percentage of the professional services which have been performed and found acceptable to MDC at the time MDC declares a default. Any dispute arising out of this ARTICLE shall be resolved in accordance with ARTICLE 15 (Dispute Resolution).

C. The provisions of Article 1.06 N (Default and Termination of Contract) of Division 01 (General Requirements) of the PWWM Specifications, shall apply.

ARTICLE 15. DISPUTE RESOLUTION

15.01 RIGHTS OF DECISIONS AND DISPUTE RESOLUTION

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

B. The parties to this Contract hereby authorize the Director of the Internal Services Department, functioning as the Contracting Officer or his designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this ARTICLE, both the DESIGN-BUILDER and MDC are entitled to a hearing before the Contracting Officer, or his designee, at which both DESIGN-BUILDER and MDC may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

C. If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than thirty (30) days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

D. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's interpretation.

ARTICLE 16. GENERAL PROVISIONS

16.01 INTENT

A. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed by DESIGN-BUILDER in accordance with the Contract Documents, and to provide for the construction and completion in every detail of the Work described therein. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to the County.

B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

C. Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the specifications or drawings accompanying this Agreement unless stated otherwise.

D. References to Articles or Sections include sub-articles or subsections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub paragraphs.

E. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of which negotiations began except where a particular issue is indicated. In case of conflict between municipal, utility and roadway standards and the Project Manual, the stricter standard shall govern. In case of a conflict between the Project Manual and the referenced standard, the stricter standard shall govern.

F. In order to ensure that the Agreement is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Agreement or the warranty of the Work, as they may involve the construction and interpretation of this Agreement and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Agreement shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

G. When words, which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of the execution of this Agreement.

H. Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only, and shall be deemed not to modify or affect the rights and duties of parties to this Agreement.

16.02 SEVERABILITY

A. In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

16.03 INDEMNIFICATION AND WAIVER OF LIABILITY

A. Pursuant to section 725.08 of the Florida Statues, the DESIGN-BUILDER shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligent performance of this Agreement by the DESIGN-BUILDER or its employees, agents, servants, partners principals or subcontractors. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

B. The DESIGN-BUILDER agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the County in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER or sub-consultants, the registered professionals (architects and/or engineers) under this Agreement.

C. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Government, State, MDC and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, his employees, agents or sub-contractors.

16.04 ERRORS AND OMISSIONS

A. The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by sub-consultants and

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

16.05 PERFORMANCE

A. Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of MDC, and such consent will not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff unless otherwise approved by MDC. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as sub-consultant, sub-contractor or otherwise is subject to approval by MDC.

B. Time for Performance: The DESIGN-BUILDER agrees to start work upon receipt of the Notice to Proceed from MDC in accordance with the details contained in the work authorization for the applicable phase of the Project; and pursuant to the requirements of Article 1.06 (Prosecution and Progress) of Division 01 (General Requirements) of the PWWM Specifications.

C. Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by MDC and shall be utilized by the County as evaluation criteria for future solicitations.

16.06 DESIGN-BUILDER'S ACCOUNTING RECORDS

A. MDC reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for three (3) years after final payment under this Agreement. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

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

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

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

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

16.07 OWNERSHIP AND REUSE OF THE DOCUMENTS

A. All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license to the DESIGN-BUILDER for reusing and reproducing County owned or copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the DESIGN-BUILDER shall not disclose, release, or make available any document to any third party without prior written approval from the County. The DESIGN-BUILDER shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

B. If MDC elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at MDC'S sole risk and holds the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.

C. The DESIGN-BUILDER shall bind all sub-consultants and sub-contractors to the Agreement requirements for re-use of plans and specifications.

16.08 PUBLISHING OF INFORMATION

A. The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying MDC and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under ARTICLE 16.07 "Ownership and Reuse of the Documents", hereof such data or information is the property of the County.

16.09 COMPLIANCE WITH LAWS

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

B. The DESIGN-BUILDER, Subconsultants and Subcontractors agree to abide and be governed by Miami-Dade County Ordinances which may have a bearing on the work required by this Agreement.

C. The DESIGN-BUILDER, Subconsultants and Subcontractors agree to comply with the requirements of the County, State and Federal Statutes, Resolutions and/or Regulations.

D. The DESIGN-BUILDER, Subconsultants and Subcontractors agree to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement.

E. All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.

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

G. Each employee of the DESIGN-BUILDER and its sub-consultants and sub-contractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by MDC.

H. The DESIGN-BUILDER and its sub-consultants and sub-contractors agree in writing that the project documents are to be kept and maintained in a secure location.

I. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

J. A log shall be developed by the DESIGN-BUILDER and all sub-consultants and sub-contractors contracted by the DESIGN-BUILDER to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents. MDC shall prepare and maintain a log to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents.

K. In addition to the above requirements in this ARTICLE, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement.

L. The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution of this Agreement and prior to July 15th of each succeeding year that the Agreement is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

1. A Source of Income Statement
2. A Statement of Financial Interests
3. A copy of the DESIGN-BUILDER'S current federal income tax return

16.10 AFFIRMATIVE ACTION

A. The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Miami-Dade Transit's Office of Civil Rights and any approved update thereof, are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative actions specified herein. The Director may declare the DESIGN-BUILDER in default of this agreement for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.

16.11 PROMPT PAYMENT TO SMALL BUSINESS SUB-CONSULTANTS AND SUB-CONTRACTORS

A. The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute

resolution procedures as the County, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

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

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

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

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

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

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

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

4. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

5. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

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

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

B. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

16.13 UTILIZATION REPORT (UR)

A. Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file utilization reports with MDC's contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a DESIGN-BUILDER, including payments to sub-consultants and sub-contractors (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Division of Small Business Development, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report".

16.14 CERTIFICATION OF WAGE RATES

A. In accordance with Florida Statute 287.055, 5(a), the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where MDC shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the work by MDC, whichever is later.

16.15 FORCE MAJEURE

A. For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event.

16.16 SUCCESSORS AND ASSIGNS

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

16.17 USE AND POSSESSION PRIOR TO COMPLETION

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

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

16.18 INDEPENDENT CONTRACTOR

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

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

16.19 SANCTIONS FOR CONTRACTUAL VIOLATIONS

A. Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or

require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

16.20 PLANT AND FACILITY INSPECTIONS

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

16.21 CERTIFICATION OF WAGE RATES

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

16.22 EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

1. The DESIGN-BUILDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth or national origin. The DESIGN-BUILDER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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

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

16.23 NONDISCRIMINATION

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

16.24 SMALL BUSINESS DEVELOPMENT PROGRAM

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

B. Pursuant to Miami-Dade County Board of County Commissioners Resolution No. R-1386-09, unless waived by majority vote of the Miami-Dade County Board of County Commissioners, Contractor must comply with the following provisions for all contracts where a CSBE subcontractor goal(s) is established for CSBEs to perform and achieve said goals:

1. No CSBE firm entering into a subcontract for $200,000 or less shall be required to execute and deliver a payment and performance bond as a condition of executing such subcontract or performing the work unless, in the case of a subcontract, the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following:
    a. Subcontractor's prior work history;
    b. Subcontractor's number of years in business;
    c. Scope of work;
    d. Conditions affecting the work;
    e. Value of the subcontract;
    f. Schedule considerations;
    g. Subcontract terms; and
    h. Any other factors that may affect risk.
2. Upon the mutual agreement between the prime contractor and CSBE, the CSBE may be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies, in advance, upon written evidence, reasonably satisfactory to the SBD, of the CSBE's imminent expenditure of those funds for mobilization directly related to the work. Such written evidence may include, but is not limited to, executed contracts, purchase orders, and invoices, and must be submitted to SBD and the contracting department.
3. Upon mutual agreement between the prime contractor and CSBE subcontractor and prior approval by SBD, provided that (a) the CSBE subcontractor is not in breach of its payment and performance obligations under the subcontract, and (b) the CSBE subcontractor is responsible for the negotiation and purchase of materials, the prime contractor shall pay directly for the purchase of any material to be incorporated in the work which is the object of the CSBE's subcontract. Such direct payment shall be made by dual party check made payable to the material supplier and the CSBE subcontractor and shall be credited against the prime contractor's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.
4. The retainage withheld from payments to CSBE subcontractor(s) shall not exceed 5 percent (5%), after fifty percent (50%) completion of the work and materials under the CSBE subcontractor(s) contract. Any and all amounts withheld in retainage under a CSBE's subcontract shall be paid in full upon satisfactory completion and acceptance of the CSBE's work in compliance with its subcontract within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received payment from the County.
5. Within five (5) working days of the prime contractor becoming aware of a performance problem with a CSBE, the prime contractor shall notify the CSBE of such problem, in writing and with sufficient specificity to allow the CSBE to identify and redress the problem, and shall allow the CSBE a reasonable cure period. Disputes between the prime contractor and any CSBE shall be submitted to SBD for expedited alternative dispute resolution.
6. A prime contractor shall not require of any CSBE more than the minimum insurance coverage ($300,000 General Liability, $300,000 Automobile and Worker's Compensation in accordance with state law) unless the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following:

a. Work discipline covered by the subcontract;
b. Subcontractor's prior work history;
c. Subcontractor's number of years in business;
d. Scope of work;
e. Conditions affecting the work;
f. Value of the subcontract;
g. Schedule considerations;
h. Contract terms; and
i. Any other factors that may affect risk.

16.25 INSURANCE

A. The DESIGN-BUILDER shall maintain the insurance required by the Contract Documents throughout the performance of this Contract until the Work has been completed by the DESIGN-BUILDER and accepted by the County.

16.26 CONFLICT OF INTEREST

A. The DESIGN-BUILDER or his employees shall not enter into any contract involving services or property with a person or business prohibited from transacting such business with Miami-Dade County pursuant to Section 2 11.1 of the Code of Miami-Dade County, Florida, known as the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

B. In the event the DESIGN-BUILDER, or any of its officers, partners, principals or employees are convicted of a crime arising out of, or in connection with, the work to be done or payment to be made under this Agreement, this Agreement, in whole or any part thereof may, at the discretion of the County, be terminated without prejudice to any other rights and remedies of the County under the law.

16.27 RIGHTS IN SHOP DRAWINGS

A. Shop Drawings submitted to the Engineer or Engineer's representatives by the DESIGN-BUILDER, pursuant to the Work, may be duplicated by the County and the County may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Agreement.

B. This paragraph shall be included in all subcontracts hereunder at all tiers.

16.28 HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES

A. All articles of historical, scientific or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the Architect/Engineer. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner.

16.29 USE OF OWNER'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

A. The Owner reserves the right to review and approve Owner related copy prior to publication. The Contractor shall not allow Owner-related copy to be published in Contractor's advertisement or public relations programs until submitting the Owner related copy and receiving prior approval from the Owner. The Contractor shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

16.30 SCRUTINIZED COMPANIES

A. By executing this Agreement through a duly authorized representative, the Design-Builder certifies that the Design-Builder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Design-Builder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Design-Builder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Design-Builder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Design-Builder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

16.31 ENTIRETY OF AGREEMENT

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

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

ARTICLE 17. SIGNATURES

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

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST: Secretary:	Vincent L. Persiani Signature	GLF Construction Corporation Legal Name of Corporation
By:	Signature	GLF Construction Corporation Legal Name of Corporation
	(Corporate Seal)	Francesco Senis, President & CEO Legal Name and Title

GLF CONSTRUCTION CORPORATION CORPORATE SEAL 1993 FLORIDA

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

ATTEST:		
Witness:	Signature	Legal Name of Firm
Witness:	Signature	Legal Name of Firm
	Date Signed	By: Signature

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP

N/A

ATTEST:

Witness: _____ _____
Signature Legal Name of Partnership

Witness: _____ _____
Signature Legal Name and Title

_____ By: _____
Date Signed Signature

(Seal) _____
Legal Name and Title

By: _____
Signature

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL

N/A

Witness: _____ _____
Signature Legal Name

Witness: _____ _____
Signature Legal Name

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

_____
Risk Management Division

Date: _____

Approved for Legal Sufficiency:

_____
Assistant County Attorney

Date: _____

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

ATTEST:

HARVEY RUVIN
Clerk of the Court

By: Kay Sullivan, Clerk of the Board

_____
Signature

Date: _____

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

CARLOS GIMENEZ
Mayor

By:

_____
Signature

Date: _____

Distribution:
One Original to Clerk of the Board
One Original to PWWM's Project File
One Original to MDWASD's Project File
One Original to Internal Service Department
One Original to Office of Civil Rights
One Original to Design-Builder
One Original to Project Manager