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

MEMORANDUM

Agenda Item No. 14(A)(2)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution waiving competitive bidding, pursuant to Section 5.03(d) of the Charter and Section 2-8.1(b) of the Code, for selection of the American Society for the Prevention of Cruelty to Animals ("ASPCA") as developer of new animal services facility to be located at 1312 and 1320 NW 62nd Street, Miami, Florida; approving, in accordance with Section 125.38, Florida Statutes, development and lease agreement with ASPCA for the development of new animal services facility and lease and operation thereof for initial term of ten years with two, five-year options to renew with a total estimated development cost to the County of up to $2,310,000.00

Resolution No. R-88-16

The accompanying resolution was prepared by the Animal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson and Co-Sponsors Commissioner Daniella Levine Cava, Commissioner Jose "Pepe" Diaz, Commissioner Sally A. Heyman and Sen. Javier D. Souto.

Abigail Price-Williams
County Attorney

APW/lmp

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Development and Lease Agreement with the American Society for the Prevention of Cruelty to Animals for the Construction, Development, and Operation of a New Animal Services Facility

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Recommendation

It is recommended that the Board of County Commissioners (Board):

(a) Authorize the County Mayor or the County Mayor's designee to execute the attached Development and Lease Agreement (Agreement) between Miami-Dade County (County), through its Department of Animal Services (ASD) and the American Society for the Prevention of Cruelty to Animals (ASPCA), for the construction, development, and operation of a new animal services facility (Facility) at 1312 and 1320 NW 62 Street, Miami, Florida (Property) for the purposes described herein;
(b) Waive Resolution No. R-130-06, requiring that contracts be in final form and executed by non-County parties;
(c) Authorize the County Mayor or Mayor's Designee to exercise any and all rights conferred within such Agreement;
(d) Waive the formal bid procedures of Section 5.03(d) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code in order to select the ASPCA as the developer for the construction of the Facility; and
(e) Approve, pursuant to Florida Statute Section 125.38, the lease of the Facility and the Property to the ASPCA.

These vital services will be provided to the public at the ASPCA's expense once the Facility is operational.

The ASPCA is a nationally recognized rescue organization that is qualified, willing, and able to contribute these significant resources to the construction, development and operation of the Facility. Accordingly, it is in the best interest of the County to waive the formal bid procedures of Section 5.03(d) of the Home Rule Charter and Section 2-8.1 of the County Code and execute this Agreement with the ASPCA.

The Agreement provides for the following:

- creates a unique partnership between the County and the ASPCA, in which both parties will construct and develop a new Facility at the Property for the purpose of operating an animal services clinic in an underserved area (Project);
- describes the financial contribution of the ASPCA and the County to the Project, with each contributing up to $2 million of the total construction Project cost, to be paid out at in specified stages as outlined in the Agreement;
- authorizes the County to lease the Property and the Facility to the ASPCA for an initial term of ten (10) years, with two (2) optional five-year renewals following completion of the Facility's construction;

- upon the commencement of the lease of the Property and the Facility, describes the operation of the Facility by the ASPCA for purposes of providing spay/neuter surgeries and community medical services for the animals of County residents, which will provide much-needed animal services in this underserved area of the County;
- requires the ASPCA to fund operational expenses and to secure and maintain the Property and all improvements thereon in good and serviceable condition and repair, ordinary, and reasonable wear and tear is expected, as outlined in detail in the Agreement, for the Facility for the term of the lease and any renewals thereto;
- conveys to the ASPCA the naming rights to the Facility during the term of the lease, excluding any name including alcohol, adult entertainment or tobacco products;
- requires the ASPCA to comply with the County's Small Business Development programs with regard to design and construction for the Project including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits, Community Workforce, and Residents First Training and Employment Programs;
- outlines the responsibilities of both parties as it relates to the maintenance of the Property and the Facility; and
- requires the County to spend up to $250,000.00 for environmental site testing and remediation and up to an additional $60,000.00 for demolition, unity of title, surveys, and any other related items in order to provide the ASPCA with a development ready site.

Scope
The Property is located in Commission District 3, which is represented by Commissioner Audrey M. Edmonson, however, services will be offered to all County residents.

Fiscal Impact/Funding Source
The estimated total project cost is $4.31 million for both construction and pre-development costs. The fiscal impact to the County for the development of the Facility is estimated to be $2.31 million. The County will be responsible for: (a) one-half of the total construction cost up to $2 million, as outlined in detail in the Agreement; (b) the demolition of the existing building estimated to be $45,000.00; (c) the environmental site testing and remediation estimated to be of $250,000.00; and (d) the costs for unity of title, surveys, the certificate of elevation, and other related items estimated at $15,000.00. The ASPCA has agreed to contribute $2 million toward the estimated project cost of $4.31 million. The $2.31 million will be funded with future financing proceeds from an issuance to take place in FY 2015-16. The Animal Services Department has up to $140,000.00 in Community Development Block Grant ("CDBG") funds that may be available for certain expenses for this project and, to the extent that CDBG funds can legally be used for those expenses, there will be a corresponding decrease in the financing proceeds needed. The ASPCA will fund all services provided to the community once the Facility is operational and is making an initial 10-year commitment to provide services at its own expense.

Once construction of the Facility begins, the County shall be responsible for half of all cost overruns caused by County and overruns that arise through no fault of either party up to $200,000.00 to be funded from the Animal Services Department's annual budget. If there are cost overruns prior to construction or in excess of 10 percent of the total cost of $4 million after construction commences, then either party shall have the right to terminate the Agreement. If the agreement is terminated as a result and CDBG funds were expended to provide a site ready development, the County must repay those CDBG funds back.

In addition, there is an estimated fiscal impact of $50,000.00 to the County for the maintenance of the Property, as outlined in the Agreement ($500,000.00 total over 10 years) which shall be funded from the Animal Services Department's annual budget. Once construction of the Facility is complete, the ASPCA will pay the County $1.00 annually to lease the Property and the Facility for the term of the lease, which is 10 years with two (2), five (5) year renewal options. The ASPCA will be responsible for all operational and routine maintenance costs of the Facility, as outlined in the Agreement. The assessment value of the property is $145,200.00, which is $8.00 per square foot.

Lastly, the County will be responsible for maintaining various equipment in the Facility, including but not limited to, the regular maintenance to the elevator, if any, and air conditioning units servicing the Facility, as identified in the Agreement.

Fees for service are detailed in the Agreement. The ASPCA will provide services free of charge to the target area residents. The ASPCA will set its process for other services in consultation with ASD, but will not exceed ASD's pricing for similar services.

Track Record/Monitor
The County has no record of negative performance issues with the ASPCA. Gilda Nuñez, Chief of Outreach and Development for ASD, will monitor the Agreement. The ASPCA is a nationally recognized animal rescue organization and has been in operation since 1866. ASD has been a recipient of ASPCA grants and support over the past five (5) years.

Delegation Authority
This resolution authorizes the County Mayor, or the County Mayor's designee, to: (a) finalize the Agreement with ASPCA, provided that the Agreement generally remain in the form attached hereto and that the County not incur any additional financial obligations, (b) execute the attached Agreement, and (c) exercise any and all rights conferred therein.

Background
This Agreement is a unique partnership that allows for critical pet services to be provided in the Liberty City area and surrounding communities. The ASPCA will fund these services for 10 years and expand its outreach to surrounding areas in need, which will be identified by the ASPCA. ASD offers satellite spay/neuter community clinics for County residents in an effort to reduce the population of abandoned pets throughout the County. Accessibility to these services for residents in the northwest portion of the County is limited due to the shelter's current location and the lack of services offered by the private sector in the area. The area is significantly underserved with regard to veterinary services and is also one of the largest areas for stray dog intake in the County. Therefore, ASD is partnering with the ASPCA to develop and construct the Facility on the Property located in the Liberty City area.

Once construction is complete, the Facility will be leased to the ASPCA for operation by the ASPCA to provide spay/neuter surgeries and community medical services to the animals of County residents, which will allow better accessibility to these services to area residents.

The ASPCA has committed to contribute equally with the County to the costs of construction and development of this clinic, up to $2 million, and to take full responsibility for the costs of operation and services of the Facility once the development and construction phases are completed, pursuant to the terms of the Agreement. The County will provide exterior maintenance to include parking areas, sidewalks, grass, and landscape, as well as certain equipment inside the Facility, as outlined in the agreement. This is a unique opportunity for ASD and will result in an ongoing partnership between the County and the ASPCA to provide vital services to the community.

Additional lease details are as follows:

LEASE TERM:	Ten (10) years, with two (2) optional five-year renewals.
EFFECTIVE DATES:	The commencement date shall be materialized and confirmed in a document named Confirmation of Commencement Date, which will be executed by both parties, the ASPCA and the County, after the approval of the Agreement by the Board.
RENTAL RATE:	The ASPCA will pay to the County an annual rent of $1.00 for the term of the lease, which is 10 years with two (2), five-year renewals.
LEASE CONDITIONS:	The ASPCA shall be responsible for operating the Facility at the Property, as well as securing and maintaining the Property and all improvements thereon in good and serviceable condition and repair. Ordinary and reasonable wear and tear is expected. The County will be responsible for maintenance of the exterior of the Property and certain equipment in the Facility, as described in the Agreement.
OTHER PROPERTIES EVALUATED:	N/A

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
1-20-16

RESOLUTION NO. R-88-16

RESOLUTION WAIVING COMPETITIVE BIDDING, PURSUANT TO SECTION 5.03(D) OF THE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE, FOR SELECTION OF THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ("ASPCA") AS DEVELOPER OF NEW ANIMAL SERVICES FACILITY TO BE LOCATED AT 1312 AND 1320 NW 62ND STREET, MIAMI, FLORIDA; APPROVING, IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES, DEVELOPMENT AND LEASE AGREEMENT WITH ASPCA FOR THE DEVELOPMENT OF NEW ANIMAL SERVICES FACILITY AND LEASE AND OPERATION THEREOF FOR INITIAL TERM OF TEN YEARS WITH TWO, FIVE-YEAR OPTIONS TO RENEW WITH A TOTAL ESTIMATED DEVELOPMENT COST TO THE COUNTY OF UP TO $2,310,000.00 AND TOTAL ESTIMATED COST TO THE COUNTY DURING THE INITIAL TERM OF THE LEASE OF 5 YEARS; AUTHORIZING THE CONVEYANCE TO ASPCA OF THE NAMING RIGHTS TO THE NEW ANIMAL SERVICES FACILITY; WAIVING THE PROVISIONS OF RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO FINALIZE AND EXECUTE SUCH AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF SUCH AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN THIRTY DAYS OF THE EXECUTION OF THE AGREEMENT

WHEREAS, the American Society for the Prevention of Cruelty to Animals ("ASPCA") is a New York privately funded 501(c)(3) not-for-profit corporation, organized for the purpose of ensuring that animals are treated with kindness and respectful at the hands of humans and are protected under the law; and

WHEREAS, the ASPCA applied to the County to contribute $2,000,000.00 of the ASPCA's funds for the development of a new animal services facility in Liberty City to be located at 1312 and 1320 NW 62nd Street, Miami, Florida ("Facility") and to thereafter lease such Facility from the County and operate it in order to provide spay/neuter surgeries and other community medical services for animals at a reduced or no cost to eligible County residents; and

WHEREAS, this Board finds that, consistent with Section 125.38, Florida Statutes, ASPCA does require the Facility for a use consistent with its mission and in support of the community interest and welfare purposes for which it is organized, and that such lease for that use would promote community interest and welfare, and that the Facility is not otherwise needed for any County purposes; and

WHEREAS, the County Mayor has submitted to this Board a written recommendation that it is in the best interest of the County to waive formal bid procedures and the provisions of Section 5.03(D) of the Miami-Dade County Charter and Section 2-8.1 of the Miami-Dade County Code in order to select ASPCA as the developer of the Facility; and

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

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board finds that it is in the best interest of Miami-Dade County to waive formal bid procedures in accordance with the provisions of Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Code of Miami-Dade County in connection with the selection

of ASPCA as the developer of the Facility for the reasons set forth in the accompanying memorandum, formal bidding being waived in this instance by a two-thirds (2/3) vote of the Board members present.

Section 3. This Board hereby approves, pursuant to Section 125.38, Florida Statutes, the terms of the Development and Lease Agreement ("Agreement") between ASPCA and the County in generally the form attached hereto and made a part hereof, for the Facility in order to provide spay/neuter surgeries and other community medicine services for animals at a reduced or no cost to eligible County, with an estimated development cost to the County of $2,310,000.00 and an estimated cost to the County of $500,000.00 during the initial ten year term of the lease.. This Board waives the provisions of Resolution No. R-130-06 inasmuch as the Agreement has not been executed by the ASPCA.

Section 4. This Board approves the conveyance to ASPCA of the naming rights to the Facility during the term of the lease excluding any names including alcohol, adult entertainment or tobacco products.

Section 5. The County Mayor or Mayor's designee shall have the authority to finalize the terms of and execute the Agreement and exercise all rights conferred therein. The County Mayor or Mayor's designee shall be required to seek Board approval for any approvals, consents, actions, events or undertakings that would create a financial obligation, cost or expense to the County beyond those specifically identified and set forth in the form of the Agreement attached to this resolution or that materially alter the terms of the Agreement. This Board further directs the County Mayor or Mayor's designee to provide the Property Appraiser's Office an executed copy of the Agreement within 30 days of its execution.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. 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.

Sabrina Levin

DEVELOPMENT AND LEASE AGREEMENT

This Development and Lease Agreement (the "Agreement") is made and entered into as of this ___ day of _____, 2015 ("Effective Date"), by and between The American Society for the Prevention of Cruelty to Animals ("ASPCA") and Miami-Dade County (the "County"), each of which may also be referred to as a "Party," individually, or as the "Parties," collectively.

RECITALS

WHEREAS, the County is the owner of property located at 1312 and 1320 NW 62nd Street, Miami, Florida having folio numbers 01-3114-043-0111 and 01-3114-043-0110 respectively, generally consisting of 6,050 square feet/acres and 12,100 square feet/acres of land, respectively, upon both of which a 2-story, 6,000 square foot abandoned building, which shall be demolished hereunder, and associated surface parking lot reside (the "Property"); and

WHEREAS, the County desires to cooperate with ASPCA for the development of the Property including the Construction of a new building in accordance with Exhibit "A", which upon completion of Construction, will be leased to ASPCA and operated by ASPCA as a spay/neuter and community medicine clinic that is open to the general public of the County in accordance with the terms of this Agreement (the "Project"); and

WHEREAS, in connection with the Project, the County desires to demolish the existing abandoned building on the Property and build the Facility; and

WHEREAS, in furtherance of its charitable purposes, ASPCA has agreed to contribute one-half of the total cost up to $2,000,000 (the "ASPCA Contribution") towards the design, planning, permitting, and construction of the Project, and to oversee and administer same in cooperation with the County, all as evidenced in Exhibit "B," and under the terms and conditions set forth in this Agreement; and

WHEREAS, the County has agreed to contribute one-half of the total cost up to $2,000,000 ("County Contribution") towards the permitting and construction of the Project, and to cooperate with ASPCA for same under the terms and conditions set forth in this Agreement; and

WHEREAS, development of the Property through the completion of the Project is in furtherance of the County's goals of improving the quality of life of its residents by providing the Project, reducing the amount of stray animals in the community and providing certain partially or fully subsidized community medicine services to low income families through ASPCA; and

WHEREAS, development of the Property through the completion of the Project is in furtherance of the exempt purposes of the ASPCA, namely to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Exempt Purpose"); and

WHEREAS, further, ASPCA and the County desire to have ASPCA lease the Property and the Facility and operate the Facility for an initial term of ten (10) years along with renewals thereof as set forth in this Agreement, of two (2) five-year options to renew.

NOW, THEREFORE, in consideration of the mutual rights, obligations, promises and covenants contained herein and mutual benefits to be derived from this Agreement, the adequacy of which is hereby accepted and acknowledged by the Parties, the Parties hereto agree as follows:

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

(2) **Definitions.** For the purposes of this Agreement, unless a capitalized term is defined elsewhere in this Agreement, all capitalized terms listed in this Section shall be defined as set forth below:

(a) "ASD" means the County's Animal Services Department.

(b) "ASD Director" means the director of ASD.

(c) "ASPCA" means The American Society for the Prevention of Cruelty to Animals.

(d) "Applicable Laws" means any applicable law, statute, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any governmental authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

(e) "CAD" means computer-aided design.

(f) "Certificate of Occupancy (CO)" means a certificate issued by the appropriate agency of the jurisdiction in which the Property is located, permitting public occupancy and use of the Facility.

(g) "Certificate of Use (CU)" means a certificate that is required to be obtained when an industrial or commercial building is erected, altered or enlarged, or an existing building goes through a change of occupant, name or type of business and is issued by the appropriate agency of the jurisdiction in which the Property is located assuring that the business to be conducted on the Property is allowed in the zoning district where such Property is located, and that the Facility was built for the proposed type of business.

(h) "Commencement Date" means the date upon which the initial term of the lease of the Property and Facility is to commence and shall be the date of Final Acceptance.

(i) "Community Workforce Program" means the program established pursuant to Section 2-1701 of the Code of Miami-Dade County and Implementing Order 03-31 to provide job opportunities to the County's local residents of traditionally underserved and underdeveloped neighborhoods.

(j) "Construction" shall mean all of the physical changes to, or installation of improvements upon, the Property, including construction of a new building, so as to develop the fully-functioning Facility and improve the appearance and increase the utility of the Property in accordance with this Agreement.

(k) "Construction Costs" shall include, without limitation, costs related to all contractors, subcontractors, materialmen, laborers, materials, supplies, equipment, labor costs, supervisory personnel, special allowances, permits, and insurance and bonding required under this Agreement for the construction of the Project, but specifically excludes any costs for professional services covered by Florida's Consultant's Competitive Negotiation Act pursuant to Section 287.055 of the Florida Statutes.

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

(m) "Contractor" means the Florida-licensed general contractor that is selected to construct the Project in accordance with this Agreement and all applicable laws and Project requirements, and with whom ASPCA enters into a written contract agreement for the Contractor's Construction services towards the completion of the Project.

(n) "Construction Schedule" means a time schedule developed for the Project by the Contractor, showing the start and end of the Construction phase of the Project, within the contractual time, and showing all project milestones and highlighting all critical path activities, related to the Project.

(o) "Cost Overruns" means all costs necessary to complete the Project (including without limitation, all such costs of planning, designing, constructing, and equipping the Project and all related indemnity and damage obligations to, and amounts due and owing to, contractors,

subcontractors, suppliers, architects, engineers and other vendors), in excess of the Total Development Cost.

(p) "Contribution" means the ASPCA Contribution and/or the County Contribution, as applicable.

(q) "County" means Miami-Dade County.

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

(s) "CSBE" means the County Community Small Business Enterprise Program currently encoded as the Small Business Enterprise – Construction Services (SBE-Construction) Program created pursuant to Section 10-33.02 of the Code of Miami-Dade County and Implementing Order No. 3-22.

(t) "Customer" means the owner or authorized representative of an animal brought to the Facility.

(u) "DERM" means the County's Department of Environmental Resources Management.

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

(w) "Development Schedule" or "Project Schedule" means the schedule, using the critical path method, for management and completion of the Project that shall include all major milestones between the commencement of design and the completion of Construction showing all distinct work activities.

(x) "Facility" means, in connection with the Project, the new building constructed on the Property in accordance with Exhibit "A", which upon completion of Construction, shall be operated by ASPCA as a spay/neuter and community medicine clinic that is open to the general public of the County in accordance with the terms of this Agreement.

(y) "Final Completion" or "Final Acceptance" shall mean when the Project has reached full completion, and a Certificate of Occupancy (CO) has

been obtained by ASPCA or its Contractor, a Certificate of Use (CU) has been obtained by ASPCA or its Contractor, all punch list items have been completed by ASPCA or its Contractor, and Substantial Completion from the architect of record has been obtained by ASPCA.

(z) "Final Plans" means a set of documents that include, but are not limited to, Construction Documents along with Construction specifications and an updated Total Development Cost estimate and updated Development Schedule for the Project and shall be signed and sealed by an architect and/or engineer duly licensed to practice as such in the State of Florida. The Final Plans must include the associated technical specifications necessary for the Construction process and include, but not be limited to, site plans; architectural, structural, mechanical, electrical, information technology, and, landscape plans; grading and drainage plans; soil tests; utilities; surveying; geotechnical reports and analysis; grading and drainage; vehicular and pedestrian traffic circulation plans, including locations of construction ingress and egress; curbs, gutters, and parkways; lighting plans; locations for signs, security, all elements such as telephone, data, public address systems, audio/video, and building management system; all furniture, fixtures and equipment wherever applicable; and permanent physical measures for security during events of inclement weather and/or hurricanes. The Final Plans and all associated addenda and exhibits shall be incorporated into this Agreement by reference.

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

(bb) "LEED" means Leadership in Energy & Environmental Design.

(cc) "Notice to Proceed" means the written notice provided by ASPCA to the Contractor specifying the date on which the Contractor is to proceed with the Construction.

(dd) "Preliminary Plans" or "Design Development Plans" means plans, the Total Development Cost estimate and updated Development Schedule for the Project and shall be prepared by an architect and/or engineer duly licensed to practice as such in the State of Florida developed in accordance with the requirements set forth in Exhibit "C". The Preliminary Plans must include, without limitation, site plans outlining technical specifications, and if applicable: architectural, structural, mechanical, electrical, and landscape plans; preliminary grading and drainage plans;

soil tests; utilities; vehicular and pedestrian traffic circulation plans, including locations of ingress and egress; curbs, gutters, and parkways; lighting plans; locations for signs, security, all elements such as telephone, data, public address systems, audio/video, building management system, wherever applicable and permanent physical measures for security during events of inclement weather and/or hurricanes, sufficiently completed to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of Construction and about any effect the Project shall have on the Property. The Preliminary Plans shall be based on the Project Statement attached as Exhibit "A". The Preliminary Plans shall ensure that the Project is aesthetically and functionally compatible with the setting of the Property.

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

(ff) "Professional Services" means any design, architectural, landscape architectural, engineering, and/or surveying or other services provided by a Design Professional that is covered by Florida's Consultant's Competitive Negotiation Act as set forth in Section 287.055 of the Florida Statutes.

(gg) "Project Enhancements" shall mean any additional Project element beyond those set forth in the Project Statement, if any, requested by the County and the cost of which shall not exceed the Total Development Cost.

(hh) "Project Statement" is attached as Exhibit "A" and includes a general narrative description of the renovations, improvements and Construction constituting the Project which is the subject matter of this Agreement.

(ii) "Responsible Wages and Benefit" means the wage requirements set forth in Section 2-11.16 et seq. of the County Code (the "Code") and Implementing Order 3-24.

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

(kk) "SBE–Architectural and Engineering" means the County's SBE program for architectural and engineering services, as codified in Section 2-10.4.01 of the Code and Implementing Order 3-32.

(ll) "SBE-Construction" means the County's SBE program for construction services, as codified in Section 10-33.02 of the Code and Implementing Order 3-22.

(mm) "SBE-Goods" means the County's SBE program for the purchase of any tangible product, material or supply that is not a service, as codified in Section 2-8.1.1.1.2 of the Code and Implementing Order 3-41.

(nn) "SBE-Service" means the County's SBE program for the purchase of work offered for public or private consumption that does not consist primarily of goods, as codified in Section 2-8.1.1.1.1 of the Code and Implementing Order 3-41.

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

(pp) "Schedule of Values" or "SOV" means schedule of values, which is a detailed breakdown of each lump-sum bid item in the bid form indicating a complete breakdown of labor and material of all categories of work to be provided by ASPCA in substantially the form attached as Exhibit "D". The SOV shall include such items as building permit, mobilization, performance bond, insurance, contractor administration, supervision, overhead and profit, etc. The SOV will be the basis for the determination of monthly progress payments to the Contractor.

(qq) "Substantial Completion" shall mean work sufficiently completed in accordance with the Construction Documents; so that, ASPCA can occupy and/or utilize the Facility for its intended purpose at the sole discretion of the architect of record but does not include creation of a punch list or completion of all work on the punch list.

(rr) "Target Area" means the area of the County located in the vicinity of the Facility, which may include the areas known as Liberty City and Overtown. The determination of the Target Area shall be made by ASPCA from time to time based upon consideration of certain factors, which may include, without limitation, resource availability, poverty rates, population density, and shelter intake. ASPCA shall provide the County an opportunity to provide its reasonable input on the initial Target Area or any material changes thereto. ASPCA shall establish guidelines setting forth acceptable proof of a Customer's residency in the Target Area.

(ss) "Total Development Cost or TDC" means all fees and costs of the Project, including, but not limited to, Project Enhancements, Construction, and permitting costs, costs of payment and performance bonds or other security required to be obtained by ASPCA pursuant to Section 13 hereof, remediation costs in excess of $250,000 to the extent incurred pursuant to Section 4, fees and costs for registered and licensed engineers, architects, landscape architects, surveyors, supervisors, contractors, subcontractors, materials and labor, environmental testing in addition to the testing

provided by the County pursuant to Section 4, disposal, compliance with the Solid Waste Management disposal section of the Liberty City Community Clinic Master Plan or environmental consultants, mapping, and other design professionals for the Project, Art in Public Places fees of 1.5%. Total Development Costs shall also include a contingency for Cost Overruns in an amount equal to ten percent (10%) of the total costs set forth above. Total Development Costs shall not include fees and costs for lobbyists, legal or tax expenses, brokers and salespersons, sponsors, supporters, auditors, accountants, any Professional Services not expressly enumerated in Florida's Consultant's Competitive Negotiation Act, Section 287.055 of the Florida Statutes, demolition or environmental testing costs performed by the County as described herein or environmental testing and remediation costs of up to $250,000. The Total Development Cost shall be developed, updated and maintained in a line-item format with each general component for the Project separately identified in substantially the form attached as Exhibit "E" (the "TDC Form") and shall not exceed $4,000,000.

(3) **Project Funding.**

(a) Parties' Contributions and Source of Funds. Each Party shall contribute its Contribution. ASPCA shall contribute one half of the cost of the Project, not to exceed $2,000,000 as ASPCA Contribution, which shall be used in accordance with the terms of this Agreement. The ASPCA Contribution shall not exceed $2,000,000, except for as may be increased in accordance with the terms of this Agreement, including, but not limited to, for Cost Overruns. The County shall contribute one half of the cost of the Project, not to exceed $2,000,000 towards the cost of the Project. The County Contribution shall not exceed $2,000,000, except for as may be increased in accordance with the terms of this Agreement, including, but not limited to, for Cost Overruns. The Total Development Cost of the Project shall not exceed or be more than $4,000,000, except for as may be increased in accordance with the terms of this Agreement, including, but not limited to, for Cost Overruns. ASPCA may seek to finance its ASPCA Contribution through bonds, private bank financing, and/or any other reasonable and commercially prudent and acceptable financing vehicle. ASPCA understands and agrees that any financing issued and/or obtained by ASPCA to fund its ASPCA Contribution shall be secured and/or repaid solely by ASPCA and from ASPCA's funds; in no instance shall the County ever secure, repay and/or be required to secure and/or repay any loan, bonds, and/or other financing obtained by ASPCA to fund the Project. As of the Effective Date, ASPCA has provided the County with reasonable evidence acceptable to the County that it has authorized the ASPCA Contribution as shown in Exhibit "B".

(b) Cost Overruns in General. If at any time during the due diligence, design, permitting or Construction phases of the Project, ASPCA reasonably estimates and anticipates that the costs for the Project and any approved Project Enhancements will exceed the Total Development Cost for any reason (including, without limitation, for unforeseen conditions) other than directly due to (i) design errors and/or omissions, (ii) the negligent acts or omissions of the County, or (iii) the negligent or willful misconduct of ASPCA or its contractors or subcontractors, then ASPCA shall immediately notify the County of same and shall suggest revisions to the design, square footage, layout, finishes, fixtures and/or equipment of the Project that would result in an adjustment of the Project costs or Project Enhancement costs, as applicable, to not exceed the Total Development Cost (referred to herein as "Value Engineering"). Upon delivery of the foregoing notification by ASPCA to the County, the Parties shall promptly meet in good faith to determine how to proceed, provided, that to the extent the development of the Project can continue while the Parties meet to determine how to proceed, the development shall continue so as to avoid any additional costs and fees that may be incurred due to a delay caused by the Parties in determining how to proceed and each Party will continue to pay its portion of the costs incurred while determining how to proceed. In the event that construction has not commenced on the Project and the Parties are not able to mutually agree on how to fund the additional expenses, then either ASPCA or the County shall have the right to terminate this Agreement effective upon written notice to the other, without any liability beyond payment of those costs already incurred for the Project as of the date of termination. In the event that construction has commenced on the Project and (1) the Cost Overrun is equal to or less than ten percent (10%) of the Total Development Cost (i.e., $400,000), then the Parties agree to each pay one-half of such Cost Overrun, or (2) the Cost Overrun is greater than ten percent (10%) of the Total Development Cost (i.e., more than $400,000), the Parties will use their best efforts to agree on how to fund the additional expenses, but if the Parties are unable to mutually agree, then either ASPCA or the County shall have the right to terminate this Agreement effective upon written notice to the other without any liability beyond payment of those costs already incurred for the Project as of the date of termination. Notwithstanding anything contained in this Agreement to the contrary, in the event that the Total Development Cost is exceeded due to (i) or (iii) above, then ASPCA shall be responsible for all Cost Overruns directly arising from (i) or (iii) above, provided, however, that nothing contained herein is intended to limit ASPCA's remedies available to it at law or in equity against any third parties with respect to the Cost Overruns. Notwithstanding anything contained in this Agreement to the contrary, in the event that the Total Development Cost is exceeded due to (ii) above, then the County shall be responsible for all Cost Overruns directly arising

from (ii) above. In the event that either Party elects to spend more than the Total Development Cost on the Project and any Project Enhancements, other than as a result of the Parties' inability to agree on any issues related to Cost Overruns, such Party that elected to spend more than the Total Development Cost on the Project shall not be entitled repayment of, or contribution towards, said overage from the other Party.

(c) Payment of Project Expenses.

(i) Payment of Design Professionals. All fees, costs, reimbursements and/or other monies paid to Design Professionals for the Project for Professional Services shall be paid solely from the ASPCA Contribution, provided, nothing contained herein shall require ASPCA to contribute more than the ASPCA Contribution. In no event will the County's funds be used to pay for any Design Professionals. All pay applications for Professional Services processed by ASPCA shall include a monthly utilization report (MUR), the form of which is attached hereto as Exhibit "F".

(ii) Payment of Construction Costs. Subject to subsection (iii) below, all fees, costs, reimbursements and/or other monies paid for Construction Costs shall be paid by ASPCA with reimbursement from the County in accordance with the following:

(A) upon commencement of the permitting period of the Project, the County shall reimburse ASPCA for one hundred percent (100%) of all Construction Costs incurred for the Project until such time as the amount of the County Contribution equals the amount of the ASPCA Contribution paid by ASPCA as of the commencement of the permitting period, and

(B) thereafter, the County shall reimburse ASPCA fifty percent (50%) of all Construction Costs incurred in the Project.

Pay applications and payments to the Contractor by ASPCA will be tied to the Schedule of Values and percentage of work in place.

(iii) Reconciliations. In connection with subsection (ii) above, the Parties will undertake reconciliations of all Construction Costs paid by ASPCA on dates to be agreed upon during the Construction phase of the Project and within ten (10) business days following the Final Completion of the Project to ensure that the amount of the County Contribution equals the amount of the ASPCA Contribution paid by ASPCA as of each such reconciliation date. Notwithstanding the foregoing, the ASPCA Contribution and the County Contribution need not equal each other Party's Contribution to the extent that a Party requests a Project

Enhancement, which such Project Enhancement will exceed the Total Development Cost, then the Party requesting the Project Enhancement may (x) elect to withdraw its request for such Project Enhancement or (y) proceed with such Project Enhancement, the cost of which shall be borne solely by the requesting Party.

(iv) Reimbursements. ASPCA shall submit copies of all invoices and proofs of payment of the Construction Costs to the County for reimbursements. The County shall reimburse ASPCA for any expenses hereunder within thirty (30) calendar days of receipt of any applicable invoice and proof of payment from ASPCA.

(d) Balanced Funding. ASPCA shall maintain a true, accurate, complete and up-to-date record of the TDC Form, and shall include, to the extent applicable, (a) the total amount of the cost for each line item that is covered by contracts in force, including adjustments due to amendments and/or change orders; (b) the amount of costs for each line item disbursed to date; (c) the estimated amount of costs for each line item necessary to be disbursed in the future to complete the design services, the Construction work, materials and other services covered by that line item; and (d) the variance between the sum of items (b), and (c) for that line item versus the Total Development Cost for that line item. The ASPCA will update the TDC Form and send such updated form to County on a monthly basis. Any updated TDC Form shall include reconciliation of the then-current TDC Form against the updated TDC Form. The line items in the Total Development Cost shall be determined in good faith by ASPCA based on reasonable assumptions and in consultation with its consultants and contractors.

(4) **Site Conditions and Environmental.**

(a) Environmental Testing and Remediation. The County has begun to undertake and pay, at the suggestion of its consultants, for a Phase I and Phase II environmental test of the Property. Immediately following the County's receipt of any environmental testing report, the County will provide a copy of such report to DERM and ASPCA. The County shall request that DERM review and provide its comments or recommendations depending on the findings of such environmental tests, which such comments and recommendations will be provided to ASPCA. The County shall be responsible for testing, remediation and correction of all comments and recommendations regarding existing conditions on the Property provided by DERM, at a cost of up to $250,000, which shall be paid by the County in order to provide ASPCA with a Construction ready site in addition to the County Contribution, and shall be promptly remediated such that the remediation is complete prior to the commencement of Construction. To the extent that the estimated costs of

any testing, remediation and correction of all comments and recommendations regarding existing conditions on the Property provided by DERM exceed $250,000, either Party shall have the option to terminate this Agreement without any further obligations. Any remediation required hereunder shall be completed within thirty (30) calendar days following DERM's recommendation, or as otherwise agreed to by the Parties.

(b) Site Conditions. ASPCA shall have the obligation and responsibility to develop the Project to address and correct any and all site conditions existing on the Property as of the issuance of the Notice to Proceed or arising on the Property thereafter, including, without limitation, all unforeseen site conditions, subsurface or otherwise concealed physical conditions that cannot be determined through a review of the public records for the Property, a utility locating survey, which includes the location of all underground utilities at the site and affected surrounding areas prior to commencing Construction as required by Applicable Law, or a geotechnical report; and unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the Project, but excluding any Prior Use Contamination that shall be addressed in accordance with subsection (a) above. Except for the testing and remediation performed by the County hereunder, it is the Contractor's responsibility to mitigate the site per the design construction drawings and document specifications should the test results deem required. Except for the testing and remediation performed by the County hereunder, any mitigation required shall be included in the Construction Documents and be paid for as part of the Contribution. Notwithstanding anything to the contrary, ASPCA accepts complete responsibility for any conditions arising, exacerbated or created by it at the Property after the issuance of the Notice to Proceed.

(c) Other County Obligations. Notwithstanding anything to the contrary contained herein, on or before February 15, 2016, the County will have completed the following and provide ASPCA with results of same: (i) boundary and topographical surveys, (ii) elevation certificate, and (iii) geotechnical survey, which shall include percolation test and bearing test for foundation recommendations. Additionally, notwithstanding anything to the contrary contained herein, on or before March 31, 2016, the County will have completed the unity of title for the real property lots located on the Property. The County agrees to pay for the foregoing in addition to the County Contribution.

(5) **Professional Services.** ASPCA shall retain and hire one or more Design Professional(s) to provide Professional Services and to prepare all of the Design Development Plans and Construction Documents.

(a) SBE-A&E Compliance Required. ASPCA has met with the County's Office of Small Business Development who has established a target SBE – architectural and engineering goal of 20% (the "SBE – A/E Goal") with respect to compliance by ASPCA with Section 2-10.4.01 of the Code (formerly known as the "Community Business Enterprise" or "CBE" program). ASPCA agrees to use all efforts required under the SBE program to meet the SBE - A/E Goal.

(b) Form of Agreement with Design Professionals. ASPCA has or shall enter into written agreements with the Design Professional(s) providing services for the Project, which agreement(s) shall incorporate, and be consistent with, all of the terms and conditions of this Agreement. ASPCA shall include within its agreement(s) with its Design Professionals: (i) an obligation that the Design Professionals will comply with the County's SBE-A&E program specifically set forth in the Code and meet the SBE – A/E Goal, as applicable, (ii) provisions requiring the Design Professionals to comply with other Applicable Laws; (iii) provisions that such contracts are governed by Florida law and venue shall lie exclusively in Miami-Dade County, Florida; and (iv) provisions under which all contracts between ASPCA and any other Design Professionals may be assigned to the County, at the County's election, upon a default thereunder or under this Agreement by ASPCA, provided, that in the event the County desires to assume any contracts between ASPCA and any Design Professional, the County shall provide ASPCA and such Design Professional with written notice of such assumption within a reasonable period of time following any default by ASPCA and shall pay the Design Professional any fees owed to the Design Professional as of the date of assumption under such agreement. ASPCA shall not materially amend any of the above-referenced provisions of its contract(s) with Design Professional(s) without the written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. ASPCA shall submit to the County, for its review, each draft of agreement(s) or amendment to such agreement, as applicable, with the Design Professional(s). The County shall review each draft simultaneously with ASPCA or Design Professional, as applicable, and provide comments within the time period reasonably requested by the ASPCA. If no written comments are received by ASPCA within the time period requested, the agreement or amendment to such agreement, as applicable, with the Design Professional will be deemed approved. The County's approval of the agreement(s) with the Design Professional(s) shall not be deemed a waiver of any rights of the

County contained in this Agreement, provided, however, that the County waives its right to bring any breach of contract claim against ASPCA with respect to any representation, warranty or covenant made by ASPCA with respect to the form of agreement between the ASPCA and Design Professional, if the form of such agreement was approved by the County in writing (which may be by e-mail).

(6) **Ownership of Improvements.** Except as otherwise provided herein, the Parties agree that the County is and shall remain the owner of the Property, and shall become the owner of all improvements, construction supplies and/or materials, and/or equipment related, incidental, affixed, and/or allied to the Property, including the Facility and Project Enhancements, whether paid for by the County or ASPCA, upon Final Acceptance. Notwithstanding the foregoing, and for purposes of clarification, ASPCA will own any materials and/or supplies, including, without limitation, medical supplies, that it purchases to provide services under this Agreement to the extent that such materials and/or supplies are not attached to or affixed to the Facility. Upon Final Acceptance, ASPCA shall provide the ASD Director all of the following to the extent not previously provided to the ASD Director: (a) "as built"/record drawings, hard copied and electronic in compliance with the County's CAD standards as set forth in Exhibit "G" and permitted original and revised Construction Documents along with approved shop drawings; (b) all third-party warranties in the name of the County; and (c) final release(s) of all claims of subcontractor(s) and supplier(s), copies of all original permit cards, usable excess materials, inspection log book, final Certificate of Occupancy (CO) and Certificate of Use (CU), stamped recorded verification that all as-built plans have been filed with the County's building department. At the conclusion of the Construction of the Project and any Project Enhancements, and to the extent necessary to memorialize the County's ownership, ASPCA shall tender a bill of sale absolutely conveying title of any elements or components of the Project, free and clear of claims, liens, and encumbrances created by, through, or under ASPCA. The Facility and Property shall be subsequently maintained by the County and ASPCA in accordance with the terms of this Agreement.

(7) **Demolition of Building.** Within thirty (30) calendar days of the Effective Date, unless otherwise agreed to by the Parties, the County shall undertake the demolition of the existing building on the Property, provided, that the demolition must be completed prior to the commencement of permitting phase of the Project. The County shall have no obligation or responsibility to ASPCA for the means and methods used to demolish the existing building, but the County agrees to consult with ASPCA's Design Professionals and ASPCA in undertaking the demolition. The County shall be solely responsible for all costs of the demolition, including, without limitation, any liability for damages caused to third parties, which cost shall not be included in the County Contribution.

(8) **Design Development Plans and Construction Plans.**

(a) General Overview. ASPCA shall direct the Design Professionals to prepare Construction Documents that are consistent in all respects with the Project Statement, any approved Project Enhancements, and all Applicable Laws. ASPCA may only materially amend the Project Statement with the

prior written consent of the County, which shall not be unreasonably withheld, conditioned or delayed. Each time ASPCA proposes to materially amend the Project Statement, ASPCA shall provide the County Project Manager the proposed amendment to the Project Statement detailing the reasons for the amendment and its effect on the Project. Throughout the design process, ASPCA shall use commercially reasonable efforts to ensure that the Project and any Project Enhancements will be built within the Total Development Cost. The County shall have the right to review and approve the Preliminary Plans (Design Development Plans) and Final Plans for the Project and any Project Enhancements, before the next phase of the Project commences, and the County is assured through revised plans and documents, that County comments have been assimilated into the design. Such review and approval shall not be unreasonably withheld, conditioned or delayed and shall be subject to timelines set forth herein. Promptly following the Effective Date, ASPCA shall schedule a meeting with the County Project Manager to review the Development Schedule and the Total Development Cost estimate and to discuss the status of the Preliminary Plans and, once completed, to approve same in accordance with the terms of this Agreement. ASPCA shall submit Preliminary Plans (Design Development Plans) and Final Plans that comply with the Project Statement, any Project Enhancements and Applicable Law pursuant to the development milestones set forth herein.

(b) 100% Design Development Plans. Upon receipt of the Design Development Plans by ASPCA from the Design Professional, ASPCA shall promptly deliver to the County Project Manager, three sets of 100% Design Development Documents and specifications and a CAD file in compliance with the County's CAD standards as set forth on Exhibit "G" for the Construction of the Project. Within ten (10) business days after the County Project Manager receives the Design Development Plans and specifications, the County shall either approve of the Design Development Plans and specifications, or deliver to ASPCA specific written corrective comments. If no written comments are received by ASPCA within the ten (10) business day review period, the Design Development Plans and specifications will be deemed approved. The County Project Manager shall not unreasonably, withhold, condition or delay the County's approval rights hereunder. ASPCA shall use all commercially reasonable efforts to resolve all comments to the Design Development Plans and specifications, which upon such resolution, the Design Development Plans and specifications shall be deemed approved by the County. In the event the Parties disagree as to all or a portion of the Design Development Plans and specifications, the Parties shall negotiate in good faith for ten (10) business days to resolve the conflict, and if such conflict cannot be

resolved in the ten-day (10) period, either Party shall have the option to terminate this Agreement without any further obligations.

(c) Final Plans (100% Construction Documents). ASPCA shall deliver, or cause its architect to deliver, to the County Project Manager three (3) sets of final Construction Documents, one CAD file in compliance with the County's CAD Standards set forth in Exhibit "G", and specifications comprising the Final Plans for the Project, which Final Plans must be consistent with the approved Preliminary Plans. The County Project Manager shall review the Construction Documents simultaneously with ASPCA and provide written corrective comments to ASPCA on such documents within thirty (30) calendar days following receipt of same. If no written comments are received by ASPCA within the thirty (30) calendar days review period, the Final Plans will be deemed approved by the County. The County shall not unreasonably withhold, condition or delay its approval rights hereunder. ASPCA shall resolve all comments to the Final Plans, which upon resolution of such comments, the Final Plans will be deemed approved, and ASPCA shall proceed with permitting. In the event the Parties disagree as to all or a portion of the Final Plans, the Parties shall negotiate in good faith for ten (10) business days to resolve the conflict, and if such conflict cannot be resolved in the ten-day period, either Party shall have the option to terminate this Agreement without any further obligations.

(d) Permitting. Upon approval of the Final Plans in accordance with subsection (c), ASPCA shall immediately commence seeking permits from all governmental agencies having jurisdiction over the Property, and the County shall provide reasonable assistance with respect thereto. ASPCA shall keep the County Project Manager informed of the progress during the permitting phase. Additionally, ASPCA shall coordinate with the County Project Manager to ensure that permitting requirements are acceptable to the County when said requirements will modify the scope or aesthetics of the Project or Project Enhancements, or their location within the Property. The Final Plans shall not be materially changed and/or modified without the County's approval, which approval shall not be unreasonably withheld, delayed, or conditioned. The County's approval of the Final Plans shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required. Except as otherwise provided in this subsection, the obtaining of any such permits shall not be complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the

time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations. If ASPCA is unable to obtain such permits within ninety (90) calendar days from the date of the County's approval of the Final Plans, it shall notify the County and ASPCA shall have the right to an additional thirty (30) calendar day extension of time, or such longer period of time as ASPCA and the County reasonably believe is necessary, to obtain such permits. If ASPCA does not request an extension, either Party shall have the right to terminate this Agreement without liability. The County shall also have the right, in its sole discretion and only for good cause shown, to extend the time within which ASPCA must obtain such permits. ASPCA shall deliver copies of all permits to the County Project Manager immediately upon their issuance.

(e) Use of Plans. The contract(s) with the architect(s) for the Project shall grant ASPCA and the County (subject to the security and other procedures set forth in Chapter 119 of the Florida Statutes), a perpetual license to use the Design Development and Construction Documents in connection with the development, operation and modification of the Property. This provision shall survive the expiration or earlier termination of this Agreement.

(f) LEED. ASPCA shall develop the Project in accordance with the County's Sustainable Buildings Program, as set forth in Section 9-71 of the Code and Implementing Order 8-8 and shall require in its agreement with any Design Professionals that the Design Professional shall consult with the County's Regulatory and Economic Resources Department so as to achieve the level of LEED certification required to comply with the County's requirements. The Parties agree that LEED silver certification is required for this Project.

(g) Art in Public Places. The Project and any Project Enhancements shall be subject to the Art in Public Places provisions set forth pursuant to Section 2.11.15 of the Code, and pursuant to the Miami-Dade County Guide to Art in Public Places (the "Guide") which the County has provided to ASPCA and which provisions of the Code and Guide are incorporated herein by reference. ASPCA shall transmit 1.5% of all capital costs (as defined by the Code) of the Project and any Project Enhancements to Miami-Dade County Department of Cultural Affairs for Art in Public Places for the implementation of the Art in Public Places program and the contract(s) with the artist(s) for the Project shall be between the artist(s) and the Art in Public Places Trust in accordance with the Code and Guide. Art in Public Places will work collaboratively with ASPCA on the implementation of Art in Public Places program pursuant to the requirements of the Code and pursuant to the Guide.

(9) **Contractor(s).**

(a) Selection of Contractor(s). ASPCA shall competitively select the Contractor(s) for the Project and any Project Enhancements in accordance with, and as required by, Section 255.20 of the Florida Statutes. The Contractor(s) shall be in good standing with the County, cannot be an entity that is debarred from doing County work, and cannot be in arrears or delinquent in its obligations to the County. The Contractor(s) shall oversee, and undertake, Construction of the Project and any Project Enhancements. ASPCA represents and warrants that, to its knowledge, it did not, at any time prior to the execution of this Agreement, and shall not, at any time subsequent to its execution, confer any unfair competitive advantage to any bidding contractor with respect to the Project and any Project Enhancements in violation of Applicable Law. The Contractor(s) shall select and engage such other service providers in connection with the Project and Project Enhancements as it, along with ASPCA and the County, may deem necessary. ASPCA shall select the Contractor(s) no later than thirty (30) calendar days after the architect of record has completed its design of the Construction Documents, but in no event later than September 1, 2016. ASPCA shall notify County of its selection of such Contractor(s), and ASPCA shall have thirty (30) calendar days to enter into a construction contract with the Contractor(s) unless otherwise agreed upon by the Parties.

(b) Form of Agreement. The agreement(s) between ASPCA and the Contractor(s) shall incorporate and be consistent with all of the terms and conditions of this Agreement. The County shall have the right to review and approve the agreement(s) between ASPCA and the Contractor(s) prior to its/their execution, which approval shall not be unreasonably withheld, conditioned or delayed. ASPCA will submit all draft contracts to the County for review simultaneously with ASPCA or Contractor(s), as applicable. The County shall provide any comments to the contract(s) within the time period reasonable requested by ASPCA, and if the County does not provide comments within such time period, the County shall be deemed to have approved the applicable agreement(s), provided, however, that ASPCA will provide the County no less than five (5) business days to review the initial draft of the Contractor(s) contract. The County's review of the construction contract(s) shall not be deemed a waiver of any rights of the County contained in this Agreement. The construction contract shall include provisions requiring the Contractor(s) to comply with Applicable Laws, including the SBE programs (including, without limitation, SBE-Construction, SBE-Architectural and Engineering, and SBE-Goods, SBE-Services), Responsible Wages and Benefits program, Community Workforce Program, and Residents First Training and Employment programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2-8.1.1.1.1, 2-11.16, 2-1701, and 2-11.17 of the Code, the

Sustainable Buildings Program as set forth in Chapter 119 of the Florida Statutes regarding public records laws, the State of Florida and the County's Prompt Payment laws as set forth in Sections 255.073 and 715.12 of the Florida Statutes and Sections 2-8.1.4 and 10-33.02 of the County's ordinances, the County's Inspector General requirements set forth herein, the County's Art in Public Places requirements set forth herein, and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes (as provided in Section 13 herein), the insurance requirements set forth in this Agreement, and provisions under which the construction contract(s) may be assigned to the County in the event of a default by ASPCA under this Agreement and/or the construction contract(s). The construction contract(s) shall state that the County is an express third-party beneficiary of such contract(s). The SBE-Construction goals for the Project and any Project Enhancements will be established for each construction trade package. The County shall set such SBE-Construction goals in consultation with the SBE. ASPCA agrees to include in the Construction contract(s) a prohibition against imposing any requirements on SBE-Construction that are not customary, not otherwise required by law, or impose a financial burden that intentionally impacts SBE-Construction. The Contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, to recruit workers to fill needed positions for skilled laborers on the Project and any Project Enhancements. ASPCA shall further include in the construction contract(s) that SBE-Construction firms shall be paid promptly in accordance with the requirements of Sections 10-33.02 and 2-8.1.1.1.1, respectively, of the Code. The construction contract(s) shall require the Contractor(s) to indemnify and hold the County harmless to the same extent as ASPCA is agreeing to indemnify and hold the County harmless in this Agreement. ASPCA shall not amend the above-referenced provisions or materially amend the substantive provisions of the construction contract(s) without the consent of the County, which shall not be unreasonably withheld, conditioned or delayed. As a part of its compliance with the County's ordinances, ASPCA shall cause the Contractor(s) to submit applicable affidavits and other form submittals listed in Exhibit "H" to the County for review and approval prior to awarding a construction contract, which approval shall not be unreasonably withheld, conditioned or delayed. In accordance with County Resolutions R-138-10 and R-1386-09, ASPCA shall require that the Contractor(s) to identify in its/their SOV the work that will be performed by SBE-Construction firms. Before commencing Construction, the Contractor(s) shall submit its/their SOI and comply with the SBE-Construction reporting requirements. The construction contract shall provide that ASPCA shall have the right to replace the Contractor's superintendent and other key personnel of the Contractor for non-performance. ASPCA shall reasonably evaluate and cooperate with any

requests by the County to replace the Contractor's superintendent and/or other key personnel of the Contractor for non-performance.

(c) Discrimination Forbidden. The Contractor(s) contract prohibit Contractor(s) from discriminating against any employee or applicant for employment in the performance of its contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin, or ancestry.

(d) ASPCA shall include a line item for a construction contingency of no less than ten percent (10%) of the then-current Total Development Cost in any budget to be used for any Cost Overruns in accordance with the provisions of Section 3(b) of this Agreement.

(10) **Intent to Award - Notices to Proceed.**

(a) Intent to Award. Upon completion of the Construction Documents and finalizing negotiations with the Contractor(s) with respect to Construction services, ASPCA shall forward the Contractor(s) an "**Intent to Award Letter**," which shall begin the period of negotiations of the contract with the Contractor and request the Contractor's Construction Costs. After receiving such, the Contractor(s) shall forward to ASPCA and the County Project Manager, copies of updated Total Development Cost estimate, SOI, Schedule of Values, and Development Schedule in Project Schedule software or approved software by the County, indicating start and completion dates, major milestones regarding Construction of the Project and any Project Enhancements. The Contractor's insurance agent shall forward directly to the County's Internal Services Risk/Insurance Division copies of the performance bonds and insurance in accordance with the requirements of Section 13 herein, with copies to ASPCA. The County shall have fifteen (15) calendar days, to either approve all documents provided to the County hereunder or deliver to ASPCA specific written corrective comments. If no written comments are received by ASPCA within the fifteen-day review period, the foregoing will be deemed approved. The County Project Manager shall not unreasonably withhold, condition or delay the County's approval rights hereunder. If corrective comments are issued as provided above, then once all comments have been satisfactorily addressed by ASPCA, the County Project Manager shall forward in writing written approval to ASPCA through ASD. In the event the Parties disagree as to corrective comments provided by the County Project Manager, the Parties shall negotiate in good faith for ten (10) business days to resolve the conflict, and if such conflict cannot be resolved in the ten-day period, either Party shall have

the option to terminate this Agreement without any further obligations. Upon receipt of written approval by the County Project Manager or following expiration of the approval period, ASPCA shall forward to the Contractor(s) a "**Notice of Award**", upon which the Contractor(s) may seek obtaining the Construction Permit.

(b) Issuance of Notice to Proceed.

Upon issuance of the Notice of Award, the Contractor shall obtain the Construction permit for the Project, a copy of which shall be forwarded to ASPCA and the County Project Manager. Upon receipt of the permits, ASPCA shall issue a Notice to Proceed to the Contractor with a copy to the County. Upon the issuance of the Notice to Proceed, site control for the Property shall be turned over from the County to the ASPCA and from that point until Final Completion, the sole and absolute control and responsibility for securing and maintain the Property and the Project shall lie with ASPCA. The Contractor shall then commence the work according to the Project Schedule.

(11) **Construction Schedule.** ASPCA shall utilize the approved Development Schedule as the baseline schedule for the Project and any Project Enhancements. The Development Schedule shall be kept current on a monthly basis, and an updated Development Schedule, which will track the Project and any Project Enhancements against the baseline schedule, will be submitted to the County monthly, accompanying each pay application from ASPCA. Project schedules should be prepared by the Contractor(s) in Microsoft Project or similar software, which has been approved by the County.

(12) **Construction.** ASPCA shall be responsible for the Construction of the Project and any Project Enhancements in accordance with the final Construction Documents approved by ASPCA and the County.

(a) Minimum Requirements. All Construction shall be performed by licensed Contractors and subcontractors approved by the County, such approval not to be unreasonably withheld, conditioned or delayed. ASPCA shall provide the County Project Manager with a true copy of ASPCA's contract with the Contractor(s) showing a breakdown of costs and including all the requisite insurance and bonding criteria. All work in connection with the Construction of the Project and any Project Enhancements shall be performed substantially in conformity with the approved and permitted Construction Documents; the quality and workmanship shall meet or exceed the specifications; and the work shall comply with all applicable governmental permits and authorization and Applicable Laws.

(b) Construction Meetings. During the Construction phase of the Project, the County Project Manager shall attend weekly/monthly construction meetings, unless otherwise agreed upon by the Parties, and periodically visit the

site to review the progress of Construction to ensure adequate performance and conformity with the approved Construction Documents. In addition to the regular Construction meetings, ASPCA shall schedule and coordinate a pre-Construction meeting, a 50% progress meeting, a 75% progress meeting, and a 100% substantial completion walk-thru meeting with the County Project Manager. At each meeting, the Contractor(s) shall provide an updated Development Schedule showing Construction activities and milestone completions and progress meeting dates.

(c) Punch List. The architect and ASPCA, in consultation and with input from the County Project Manager, shall cause to be prepared a punch list of items to be completed by the Contractor(s) after obtaining Certificate of Occupancy (CO) and Certificate of Use (CU) so that, upon completion of punch list, the Project and any Project Enhancements will be in general conformity with the Construction Documents, and substantial completion by the architect of record may be forwarded and Final Acceptance granted by the County. ASPCA shall provide the County with a copy of the punch list and shall incorporate all reasonable comments from the County into the punch list, which such comments from the County shall be limited to those items that are incomplete or incorrect in comparison to the Final Plans. ASPCA shall use reasonable efforts to cause the Contractor(s) to complete the punch list items within sixty (60) calendar days after receiving a Certificate of Occupancy (CO). All work shall be performed by the Contractor(s) in a good and workmanlike manner in conformity with the Construction Documents so that on the Final Completion date the Project and any Project Enhancements are in good working order and condition and ready for immediate use. The County Project Manager shall coordinate with ASPCA for the Final Approval of the Project and any Project Enhancements once all work has been completed and all permits have been approved and closed by all agencies having jurisdiction.

(d) Warranties. To the extent practicable, all the Contractor(s) warranties and the relevant subcontractor, supplier and manufacturer warranties with respect to the Project and any Project Enhancements shall name ASPCA and the County as intended beneficiaries of the warranties. ASPCA shall not knowingly take any action negating the Contractor(s) and any subcontractors', suppliers' and manufacturers' warranties, except for emergencies, matters of public safety and, with the prior consent of the County Project Manager (which shall not be unreasonably withheld, conditioned or delayed), in connection with the settlement of warranty claims. One original document of each warranty shall be delivered to the County Project Manager within thirty (30) business days following Final Completion. Within thirty (30) days after the specified one (1) year warranty period provided by the Contractor(s), ASPCA shall schedule a walk-thru of the Property with the County Project Manager and ASPCA's contractor, to inspect all construction systems and ensure their intended functionality and expected workmanship. The "warranty period" warrants the work be free from faulty

materials and workmanship for a period of not less than one (1) year from the date of Certificate of Occupancy (CO). After the warranty inspection is completed with satisfactory results as determined by the County Project Manager, the close-out period is concluded except as provided for under Section 95.11 (3)(c) of the Florida Statutes.

(e) Liens. ASPCA shall cause the Project and any Project Enhancements to be constructed in accordance with the Construction Documents free and clear of any and all encumbrances, liens, lis pendens, security interests, pledges, and in accordance with all easements, licenses, right-of-ways, covenants, conditions, restrictions or claims in, to, against or in any way applicable to the Property or arising from the work that encumber the Property or any improvements thereon (collectively "Liens"). In the event any such Lien is filed by any Design Professional, any Contractor, or any subconsultants, subcontractors or suppliers, ASPCA shall cause said Lien to be discharged or transferred to appropriate bond within thirty (30) days of recording to the extent such Lien is not contested by ASPCA, in which case, ASPCA will cause the contested Lien to be discharged or transferred to appropriate bond within thirty (30) days of the resolution of the dispute. If ASPCA does not discharge or transfer to appropriate bond any such Lien within thirty (30) days of recording or resolution of any disputed Lien, as applicable, then the County shall have the right, but not the obligation, to cause the Lien to be released by any means the County reasonably deems proper, including payment of the Lien and ASPCA shall immediately reimburse County for same. ASPCA shall have the right to contest any such Lien in good faith.

(f) Cooperation. The County covenants and agrees that it will actively and reasonably assist and cooperate with ASPCA throughout the Construction process, including, without limitation, providing assistance on permitting and access to relevant public documents with respect to the Property.

(g) Right to Inspect and Receive Information. The County Project Manager shall be given an opportunity to monitor and inspect the work and materials and to review the Construction to verify that the work and materials are in conformance with this Agreement, the Project Statement and the Construction Documents. In addition, the County shall be given the opportunity to review any and all documents reasonably necessary to verify compliance with the CSBE, SBE and CBE programs and responsible wages. Further, ASPCA shall provide the County Project Manager with copies of the weekly meeting minutes and make the two-week "look-aheads" supplied by the Contractor accessible to the County Project Manager (using Microsoft Schedule software). ASPCA shall provide the County Project Manager with copies of all requests for payments. During Construction, the County Project Manager shall receive advance notice of all scheduled Project meetings, and have the right to visit the construction site, monitor and inspect the Project and Project Enhancements at all reasonable times, subject to reasonable restrictions imposed by the Contractor. ASPCA or its duly authorized agents

shall make themselves available to the County Project Manager throughout the duration of the development of the Project and Project Enhancements in order to keep the County Project Manager reasonably informed throughout the duration of the work. Any rights that the County has under this section shall not be the basis for any liability to accrue to the County for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

(h) ASPCA and/or the Contractor shall use all diligence and necessary manpower to complete the Project (i.e., obtain Final Completion) within twelve (12) months from the date of the Notice to Proceed, consistent with the approved Project Schedule, unless otherwise agreed in writing by the Parties. Contractor shall seek all inspections necessary from all agencies having jurisdiction over the Project, as required to obtain a Certificate of Occupancy (CO) within the twelve (12) months Construction time, unless such twelve-month period is extended by the Parties. A Certificate of Use (CU) shall be the responsibility of the County, after a Certificate of Occupancy (CO) has been obtained by the Contractor.

(13) **Insurance and Bonding; Indemnity and Hold Harmless.**

(a) Indemnification. ASPCA shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by ASPCA or its employees. ASPCA shall pay all claims and losses in connection therewith and shall investigate and defend such claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue therefrom. ASPCA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ASPCA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County shall indemnify and hold harmless ASPCA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which ASPCA 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 negligent performance of the Agreement by the County or its employees. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 of the Florida Statutes, subject to the provisions of the Florida Statutes whereby the County shall not be held liable to pay a personal injury or property damage claim or

judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

(b) Insurance.

(i) The County is self-insured pursuant to Section 768.28 and Chapter 440 of the Florida Statutes. The County will furnish a letter of self-insurance to the ASPCA.

(ii) ASPCA shall furnish to Miami-Dade County c/o Animal Services Department, 7401 NW 74 Street, Miami, FL 33174, certificates of insurance showing that insurance coverage has been obtained in accordance with the following requirements:

A. **DESIGN STAGE**: ASPCA shall provide certificate(s) of insurance indicating the following insurance coverage prior to commencement of the design phase of the Project:

(1) Worker's Compensation Insurance for all applicable employees of the ASPCA as required by Chapter 440 of the Florida Statutes.
(2) Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **The County must be shown as an additional insured with respect to this coverage.**
(3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
(4) ASPCA shall cause its Design Professional to provide Professional Liability Insurance in the name of the Design Professional for this Project in an amount not less than $1,000,000 per claim. This insurance coverage shall be maintained for a period of two (2) years after Final Acceptance.

B. **CONSTRUCTION PHASE**: ASPCA shall provide certificate(s) of insurance indicating the following insurance coverage prior to commencement of Construction:

(1) Worker's Compensation Insurance for all applicable employees of the ASPCA as required by Chapter 440 of the Florida Statutes.
(2) Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **The County must be shown as an additional insured with respect to this coverage.**
(3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.
(4) If applicable, the ASPCA shall provide or cause its Contractor to provide Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s). The policy shall name the ASPCA and the County as named insureds.

C. **LEASE PHASE:** During the lease of the Property and Facility by ASPCA, ASPCA shall provide certificate(s) of insurance as follows:

(1) Worker's Compensation Insurance for all applicable employees of the ASPCA as required by Chapter 440 of the Florida Statutes.
(2) Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **The County must be shown as an additional insured with respect to this coverage.**
(3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

(iii) All insurance policies required under subsection (ii) shall be issued by companies authorized to do business under the laws of the State of Florida, and such company must either:

(1) be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division, or

(2) hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and be a member of the Florida Guaranty Fund.

(d) Payment and Performance Bonds. At least ten (10) calendar days before the Contractor(s) commences its services related to the Project and any Project Enhancements and before the issuance of the Notice to Proceed, ASPCA shall obtain and deliver to the County Project Manager a payment bond and separate performance bond in the form of Exhibit "I" (the "Bond"), or such other alternate form of security, each which meet the requirements as applicable, of Section 255.05 of the Florida Statutes, as set forth below. Said separate payment and performance bonds shall be in favor of the County and ASPCA, the form of such Bonds shall be as provided by Section 255.05 of the Florida Statutes and shall be in the amount of the total Construction costs for the Project, special allowances, and any Project Enhancements. The County Mayor or the Mayor's designee shall have the right of approval of any alternate form of security provided and the amount thereof, if applicable, which approval shall not be unreasonably withheld, conditioned or delayed.

ASPCA shall cause the Contractor(s) to obtain and deliver to the County Project Manager simultaneously with the executed contract, the Bond. The Bond, running in favor of the County and ASPCA, shall be in the amount of one hundred percent (100%) of the Construction costs of the Project.

The Bond may be in the form of a surety bond written through a local surety bond agency, rated as to management and strength as set forth below.

(e) Surety Bond Qualifications. The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

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

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

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

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

(iii) Having twice the minimum surplus and capital required by Sections 624.401 - 624.489 of the Code at the time the invitation to bid is issued;

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

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

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

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

(f) Conditions Required in Contractor's Contract. Section 255.05 of the Florida Statutes provides for the following conditions to be made in all Bonds relating to public projects, and these conditions shall be incorporated into the contract(s) between ASPCA and the Contractor(s).

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

(ii) A claimant who is not in privity with ASPCA and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to ASPCA and to the

surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

(iii) No action for the labor, materials, or supplies may be instituted against ASPCA or the surety unless both notices have been given. No action shall be instituted against ASPCA or the surety on the Bond after one (1) year after Final Acceptance.

(g) Recording of Bond and Issuance of Notices. ASPCA shall ensure that the Contractor(s) record the Bonds and provide(s) notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. The Bond shall be maintained in full force and effect for the duration of this Agreement.

(14) **Term of Lease; Rent.** Upon the Commencement Date, the County hereby grants unto ASPCA, and ASPCA hereby accepts from the County, subject to the covenants and conditions as set forth herein, the right to lease and operate the Property and the Facility in accordance with the operational requirements as set forth herein in Section 17. The initial term of the lease of the Property and the Facility is for a period of ten (10) years, which lease term shall commence on the Commencement Date. The Commencement Date shall be materialized and confirmed in a document named Confirmation of Commencement Date in the form substantially attached as Exhibit "J", which shall be executed by the County. The term of the lease for the Property and the Facility by ASPCA shall terminate on the date that is ten (10) years after the Commencement Date, or at the end of any extension or renewal thereof or unless earlier terminated by either Party as provided in this Agreement, without the necessity of any notice from either the County or ASPCA to terminate the same, and ASPCA hereby waives notice to vacate or quit the Property, and further agrees that the County shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Property and the Facility from ASPCA holding over, to the same extent as if statutory notice had been given. Rental for the Property and the Facility shall be $1.00 per year, payable by ASPCA in advance.

(15) **Option to Renew Lease.** ASPCA may renew the lease term for two (2) additional five (5) year periods, upon the same terms and conditions as found in this Agreement. Should ASPCA desire to renew or otherwise extend the term of the lease, ASPCA shall provide the County with notice of its election to renew the term of the lease, or any renewal or extension thereof, at least one hundred eighty (180) calendar days prior to the expiration of the initial term or first renewal term of the lease.

(16) **Condition of Property.** Notwithstanding anything to the contrary contained herein, upon the Commencement Date, the Property will have been inspected by ASPCA, which upon accepting the Confirmation of Commencement Date document, acknowledges, agrees to lease, and accepts the Property in its "as-is" and "where-is" condition as of the Commencement Date, with any and all faults, and who understands and agrees that the County does not offer any implied or expressed warranties as to the condition of the Property beyond those that have otherwise been provided in this Agreement, including, without limitation, the County's

obligations to repair and maintain the Property in accordance with this Agreement. Notwithstanding anything to the contrary herein, the County shall be responsible for any Prior Use Contamination affecting the Property.

(17) **Operational Requirements.**

(a) Generally. ASPCA shall use the Property and the Facility only for lawful uses and in accordance with the requirements set forth herein. ASPCA acknowledges and agrees that the Property and the Facility shall be utilized for the benefit of the County's public and community interest and welfare, in furtherance of the ASPCA's Exempt Purpose and, specifically, ASPCA shall use and operate the Facility primarily as a spay/neuter and community medicine clinic that provides County residents with spay/neuter surgeries and such other community medicine services as determined by the ASPCA from time to time. ASPCA agrees that the Facility must be open to all County residents, and County residents shall have equal access and use of the Facility and the services delivered therein. Notwithstanding the foregoing, ASPCA shall provide (a) fully subsidized spay/neuter surgeries and community medicine services to Target Area animals, and (b) partially or fully subsidized spay/neuter surgeries and community medicine services to non-Target Area animals. The determination of whether a non-Target Area animal's spay/neuter surgery and/or community medicine service is partially or fully subsidized, and to the extent such surgery and/or service is partially subsidized, the cost paid by the Customer, will be based upon presentment of proof of low-income by the Customer. The pricing for the partially subsidized services and the low-income qualification threshold shall be set by the ASPCA from time to time following an opportunity for the County to provide reasonable input on the proposed initial thresholds or any material changes thereto, provided, that any cost charged to a County resident for a spay/neuter surgery and/or community medicine service shall not exceed the cost for such surgery or service advertised by ASD at the time such surgery or service is provided. ASPCA will perform all spay/neuter surgeries in accordance with the ASPCA's standard operating procedures, as may be modified in the sole discretion of the ASPCA from time to time.

(b) Hours of Operation. Subject to the terms set forth herein, the Facility will operate generally five (5) days a week during at least the following hours of operation: 9 a.m. – 5 p.m. ET. Those hours of operation may be modified by ASPCA from time to time in its sole discretion upon prior written notice to ASD, provided, however, that no advance written notice shall be required, and ASPCA may close the Facility for holidays in accordance with ASPCA's holiday schedule and for business purposes, including, without limitation, quarterly staff meetings, as reasonably

necessary in the discretion of the ASPCA. In the event of a Force Majeure Event, the ASPCA will follow the emergency operating plan established for the Facility in accordance with this Agreement and take such other action as ASPCA determines necessary to protect the safety of any person or animal.

(c) Quality of ASPCA's Services. ASPCA shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore and consistent with supporting the care and well-being of animals brought to the Facility. ASPCA shall conduct its operations in an orderly manner and so as not to unlawfully disturb or offend Customers or others in the neighborhood or immediate vicinity of such operations. ASPCA shall establish standards for the conduct, demeanor and appearance of its employees, agents and representatives. ASPCA will have on the Property adequately trained personnel for any and all reasonably anticipated service to Customers. Further, ASPCA shall not discontinue operations at the Facility for any consecutive period of thirty (30) business days, or more, without the prior written consent of the County, specifically the County Mayor, or County Mayor's designee, provided that no such consent shall be required upon the occurrence of a Force Majeure Event or other event as described herein, including, without limitation, repairs to the Property or curtailment or interruption of service by the County. Except as otherwise provided in this Agreement, any failure of ASPCA to continue its operations at the Facility, as described herein, shall be deemed an event of default, and as a result thereof, this Agreement may be terminated by the County, specifically the County Mayor, or the County Mayor's designee, in accordance with the terms and conditions of this Agreement.

(d) On-Site Manager. ASPCA deems to have sufficient experience needed to efficiently and effectively operate the, Facility. ASPCA shall employ a full-time on-site manager who shall be reasonably available during normal business hours and be delegated sufficient authority to ensure the competent performance and fulfillment of the ongoing operational responsibility of ASPCA under this Agreement and to accept service of all notices provided for herein.

(18) **Maintenance and Repairs; Security; Utilities; Additional Services.**

(a) ASPCA Required to Maintain Property and All Improvements Thereon. Except as otherwise provided in this Agreement, throughout the term of the lease of the Property and the Facility in this Agreement, ASPCA, at its sole cost and expense, shall secure and maintain the Property, the Facility and all improvements thereon in good and serviceable condition and repair, ordinary and reasonable wear and tear excepted, and in accordance with all Applicable Laws.. Except as otherwise provided in this Agreement, ASPCA shall promptly and diligently repair, restore, and

replace the Property, the Facility and all improvements thereon as required to comply with this section. Upon the expiration of this Agreement, or its early termination, ASPCA shall deliver the Property and the Facility to the County in the same condition as at the Commencement Date, with the exception of normal wear and tear, and with the exception of leaving those interior improvements so agreed upon by the County to remain in place.

(b) County's Approval. In performing its obligations under this section, ASPCA shall not undertake any work of maintenance, repair or reconstruction without having received the prior written approval of the County with respect to such work, if ASPCA's reasonable estimate of the cost of such work is in excess of $250,000. Except as otherwise permitted by this Agreement, ASPCA shall not materially alter, modify, demolish, remove or replace any element of the Property, Facility or other improvements on the Property, regardless of cost, without either complying with the provisions of this Agreement dealing with Construction or otherwise having received the prior written approval of the County with respect thereto, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any other provision of this Agreement, the prior written approval of the County to make repairs, maintenance and construction after the Commencement Date shall not be required in connection with (i) any emergency, provided that ASPCA shall give the County prior notice (which may for emergencies be by telephone) of any such emergency work as soon as reasonably feasible or (ii) the replace any furniture, fixtures or equipment that ASPCA is responsible to maintain hereunder. In all cases in which County approval is required under this section, such approval shall not be unreasonably withheld, conditioned or delayed.

(c) Utilities. Upon the Commencement Date, ASPCA shall pay all charges for gas, water, sewer, electricity, security, telephone and other utility services used on the Property. ASPCA shall maintain all utilities within the Property including drains, sewer pipes, air conditioning, plumbing and electrical lines, services, outlets and where required by the County, meters to monitor utility usage. ASPCA, at its own expense, will be responsible for any needed construction and connection of water, sewer, electric and any other utility within the Property and for the proper functioning of the Property, including the Facility. Notwithstanding anything to the contrary contained herein, to the extent any upgrades to the utilities are required by law, the Parties agree to discuss the upgrades and payment of same in good faith.

(d) Security. ASPCA shall be obligated to provide security within the Property, at its cost, that ASPCA deems sufficient to protect the Property,

the Facility and all improvements thereon from, among other acts, vandalism, theft and property damage. ASPCA acknowledges and accepts full responsibility for the security and protection of the Property, along with the Facility, any and all of the equipment, furnishings, fixtures, and improvements, as well as any other personal property and money used in connection therewith. The County makes no warranties, express or implied, as to any obligation to provide security for the Property.

(e) Additional Services by ASPCA. ASPCA shall, at its sole cost, provide, or contract for the provision of, the following services within the Property, to be performed as needed for the effective operation of the Facility: (i) janitorial and custodial services, (ii) solid waste removal, (iii) pest control/extermination, (iv) garbage and trash collection, (v) regular maintenance to the elevator, if any, and air conditioning units servicing the Facility, and (vi) maintain restrooms within the Facility for use by Customers. Except as otherwise provided in this Agreement, ASPCA shall keep the Property and grounds, clean at all times.

(f) Inclement Weather and Disasters. ASPCA shall develop an emergency response plan for the Facility to adequately protect ASPCA's employees, Customers, animals and the Property, which shall include, without limitation, a response plan related to inclement weather, including, without limitation, hurricanes, and take such other action as ASPCA determines necessary to protect the safety of any person or animal. ASPCA may utilize ASD's emergency response plan, a copy of which shall be provided to ASPCA upon request, until such time as ASPCA develops its own such plan. ASPCA shall provide the County with a copy of its emergency response plan, as amended from time to time by ASPCA. ASPCA will implement its emergency response plan in the event of any inclement weather, disaster or any other event that ASPCA deems implementation of such plan to be in the best interest of any person or animal.

(g) County Maintenance. The County shall be responsible for exterior maintenance. Exterior maintenance includes, but is not limited to, any and all parking areas, lawns, hedges, landscape maintenance, sidewalks, walkways, and paths surrounding or leading from or to the Property. Additionally, notwithstanding any other provisions of the Agreement, the County shall repair and maintain the structural portions of the Facility, including, but not limited to, common areas of the Facility; the elevator(s), plumbing, HVAC systems, and electrical systems that are installed throughout the Facility and the Property. The County, or County's employees, agents, and/or contractors may enter the Premises with at least two (2) business days prior notice to ASPCA (unless such shorter period of time is agreed upon by ASPCA), at reasonable times, for the purpose of inspecting, altering, improving, or repairing the Premises, or other

portions of the Property, and for ascertaining compliance by ASPCA with the provisions of this Agreement. ASPCA shall notify County of any requests for repairs hereunder. Upon issuance of a request for repairs, County shall respond to such request within two (2) business days and shall provide a time period in which the repairs will be conducted and completed. The County agrees to promptly repair all item following the issuance of a request for repairs by ASPCA. In the event the County fails to respond to a repair request within the time-period provided or promptly make (or contract for) the repairs, then ASPCA shall have the option, in its sole discretion, to make (or contract for) the repairs and County agrees to reimburse ASPCA for the cost of same.

(h) ADA. ASPCA acknowledges and agrees that ASPCA shall be solely responsible to ensure that the Property remains in compliance with any and all requirements for disabled individuals, including, but not limited to, the requirements of the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes.

(19) **County not responsible for the acts of others.** The County shall not be responsible or liable to ASPCA, or to those claiming by, through or under ASPCA, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming to or upon the Property and the Facility, including, but not limited to, any Customers, guests, and/or employees, vendors or agents of ASPCA for any loss or damage resulting to such person or entity, or ASPCA, or those claiming by, through or under ASPCA, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to or for the Property, ASPCA, or anyone claiming by, through or under ASPCA. To the maximum extent permitted by law, ASPCA agrees to use and occupy the Property at ASPCA's own risk. As noted herein below and except for the obligations of the County to maintain and repair the Property and the Facility as set forth in this Agreement ASPCA shall secure and maintain the Property, at its sole cost and expense, as it deems necessary to protect ASPCA, its employees, guests, Customers, and/or the Property. Further, the County shall not be responsible or liable to ASPCA, or to those claiming by, through or under ASPCA, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires to the extent not caused, directly or indirectly, by the County.

(20) **Curtailment or Interruption of Service.** The County reserves the right to interrupt, curtail or suspend the provision of any utility service by reason of an accident, or emergency, or for repairs, alterations, or improvements in the judgment of County as being desirable or necessary, or for any other cause necessary due to a Force Majeure Event, provided, however, that the County shall provide ASPCA with sufficient prior written notice, but no less

than (5) business days prior written notice, to allow ASPCA to prepare for such interruption, curtailment or suspension of service except that in the event of an emergency, a telephone call to ASPCA shall be sufficient notice of such interruption, curtailment or suspension of service. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to ASPCA or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by ASPCA, or any sub-tenant (sub-tenant) by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of ASPCA's obligations hereunder be affected or reduced thereby, except that ASPCA shall not be in default under this Agreement to the extent the interruption, curtailment or suspension of service hereunder extends for a period of thirty (30) calendar days or more.

(21) **Inspection by County.** The County shall, with reasonable advance notice, but not less than two (2) business days, to ASPCA, have the authority to make periodic reasonable inspections of the Property, and its operations, along with any and all equipment, furnishings, fixtures and/or improvements during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. ASPCA shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether ASPCA is operating in compliance with the terms and provisions of this Agreement.

(22) **Damage or Destruction of Premises.**

(a) Partial Damage or Destruction. If the Property or the Facility is partially damaged, but not rendered unusable for the purposes of this Agreement, or, if the damage shall be so extensive as to render Property or the Facility unusable for the purposes intended, but capable of being repaired within thirty (30) business days, the same shall with due diligence be repaired by the County, except that the County shall not be responsible for replacing the furniture, fixtures or equipment unless the cost to replace the furniture, fixtures or equipment exceeds $50,000, in which case, the Parties shall equally share the cost of such replacements.

(b) Damage or Destruction by ASPCA. In the event the Property or the Facility is partially or completely destroyed, or so damaged by a negligent or intentional act of ASPCA, or any of its employees, sub-tenants, vendors, or agents, ASPCA shall have the sole obligation to immediately repair the Property and/or reconstruct the Facility, irrespective of ASPCA receiving any insurance proceeds, and this Agreement shall continue. And, in such instance, ASPCA shall use reasonable efforts commence restoration of the Property or the Facility within thirty (30) business days and shall complete such restoration within one hundred eighty (180) business days, or as soon thereafter as agreed upon by the Parties.

(c) Total Damage or Destruction by act of God. In the event the Property of

the Facility is completely destroyed, or so damaged by a Force Majeure Event that it will remain unusable for a period of more than thirty (30) days, neither ASPCA nor the County shall be under any obligation to repair and/or reconstruct the Property or the Facility and this Agreement shall cease and terminate without any further liability of either Party.

(23) **Signs.** The nature, size, shape and installation of the exterior, permanent sign(s) on the Property, including, but not limited to, any monument sign, must conform to the County's policies and local ordinances, and must first be approved in writing by the County, and the cost of painting, production, and/or installation shall be paid by ASPCA exclusive right to name the Facility during the term of the lease of the Property and the Facility provided that any name and/or sign shall not include a reference to alcohol, adult entertainment or tobacco products. Said signage including any decoration, lettering, advertising matter, or any other thing of any kind or nature, except the name of the Facility so long as such name compliance with Applicable Law, must be pre-approved by the County, in addition to any and all other governmental authorities having jurisdiction over the Property, and the County's approval must be by the County Mayor, or the County Mayor's designee. The County agrees that it shall not unreasonably withheld, conditioned or delayed any of its approval rights hereunder. All signs installed by ASPCA during the term of this Agreement, shall be removed by ASPCA at the termination of this Agreement, and any damage or unsightly condition caused to the Property because of, or due to, said signs, shall be corrected or repaired by ASPCA at ASPCA's sole cost and expense. All signage must always be maintained in good working condition and appearance by ASPCA. For the avoidance of doubt, the Parties agree that the foregoing provision shall not apply to any signs that are temporarily affixed to the Facility, including, without limitation, signs for events held at the Facility.

(24) **Taxes.** The ASPCA acknowledges and agrees that if at any time during the term of the lease of the Property and the Facility under this Agreement, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Property, on the Facility, and/or the ASPCA's leasehold interest in the Property, then the ASPCA shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

(25) **Additional Taxes.** If at any time during the term of the lease of the Property and the Facility under this Agreement, or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, imposition, or excise on the rent, or other tax (except income tax), however described, against the County on account of the payment or percentage fees payable herein, such tax, charge, capital levy, imposition, or excise on the rent, and/or any other applicable taxes, shall be deemed to constitute real estate taxes on the Property, for the purposes of this Agreement, and shall be the sole responsibility of the ASPCA.

(26) **Taxes on ASPCA's Personal Property.** The ASPCA shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind or nature, owned by or placed in, upon, or about the Property by the ASPCA, or any of its officers, employees, vendors and/or agents.

ASPCA shall have the right to contest any taxes in good faith.

(27) **Tax Exemption.** Notwithstanding anything contained in this Agreement to the contrary, the ASPCA represents that it is a New York non-for-profit corporation that is exempt from certain federal taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and from certain state taxes. Upon request, ASPCA shall provide the governmental entity with jurisdiction with an Internal Revenue Service determination letter and applicable state tax-exemption certifications in order to be exempt from certain tax charges.

(28) **Acknowledgement of Contribution.** ASPCA may install signage acknowledging the generous contributions of donors for the construction of the Project or elements thereof, including, without limitation, ASPCA. All commemorative signage will be subject to the limitations set forth in Section 23.

(29) **Compliance with Laws.** ASPCA shall at all times comply with all Applicable Laws.

(30) **Miscellaneous.**

(a) Enforcement. The provisions of this Agreement may be enforced by all appropriate actions in law and in equity by any Party to this Agreement. Venue for all actions under this Agreement shall be in Miami-Dade County, Florida. Each Party shall bear its own respective attorney's fees.

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

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

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

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

include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

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

Miami-Dade County:
Carlos A. Gimenez
Mayor, Miami-Dade County
111 NW 1st Street
Miami, Florida 33128

With a copy to:
Alex Muñoz
Director, Animal Services Department
7401 NW 74 Street
Miami, Florida 33166

ASPCA:
ASPCA
424 East 92nd Street
New York, New York
10128
Attn: Legal Department

With a copy to:
Director
Internal Services Department
111 NW 1st Street,
Stephen P. Clark Center, 24th Floor
Miami, Florida 33128

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

(h) Exhibits. All of the exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

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

(j) Limitation of Damages. IRRESPECTIVE OF ANY OF THE TERMS CONTAINED HEREIN TO THE CONTRARY, NEITHER PARTY

NOR OFFICERS, EMPLOYEES, AGENTS AND INSTRUMENTALITIES WILL BE LIABLE TO THE OTHER PARTY OR THE OTHER PARTY'S OFFICERS, EMPLOYEES, AGENTS AND INSTRUMENTALITIES FOR ANY INCIDENTIAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(31) **Termination**. In addition to the termination rights set forth in this Agreement,

(a) either Party may terminate this Agreement or any portion thereof,

(i) at any time, and for any reason whatsoever, by giving the other Party one hundred eighty (180) calendar days written notice of such termination prior to the effective date of the termination. Should the term of this Agreement, at the time a Party elects to provide the other Party with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Agreement. In the event of a termination pursuant to this subsection prior to the completion of Construction, then if (x) ASPCA terminates this Agreement pursuant to this subsection, it shall pay any unpaid portion of the ASPCA Contribution up to $2,000,000, which such payment shall be used by the County solely for a purpose substantially related to ASPCA's tax exempt purpose (to wit, to provide effective means for the prevention of cruelty to animals), and thereafter, neither Party shall have any further liability hereunder, or (y) the County terminates this Agreement pursuant to this subsection, it shall reimburse ASPCA for all costs incurred or payable by ASPCA in connection with the Project as of the termination date, and thereafter, neither Party shall have any further liability hereunder. In the event of termination pursuant to this subsection following completion of Construction, then the County will reimburse any unpaid portion of the County Contribution owed to ASPCA pursuant to Section 3(c), and thereafter, neither Party shall have any further liability hereunder.

(ii) if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) business days from the date of a

written notice from the other Party describing in reasonable detail such breach, provided that, if such default or failure to comply reasonably requires a greater period of time to cure, then such thirty-day period shall be extended provided that the breaching Party promptly commences to cure and prosecutes with all due diligence and completes such cure within a mutually agreed upon reasonable period of time, in which case, the breaching Party shall be liable for its Contribution and the non-breaching Party shall be entitled to all other remedies available to it at law or in equity.

(iii) if the other Party becomes insolvent or unable to pay its debts or makes an assignment for the benefit of its creditors, or is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or becomes the subject of any involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership or liquidation for the benefit of creditors, in each case, with remains in effect for a period of ninety (90) business days. In the event termination hereunder, the Party terminating this Agreement shall be entitled to all remedies available to it at law or in equity.

(iv) if a Party initiates litigation against the other Party and receives a final determination in a court of law in favor of the Party initiate such litigation. In the event termination hereunder, the Party terminating this Agreement shall be entitled to the other Party's Contribution and all remedies available to it at law or in equity.

(b) the County may terminate this Agreement upon thirty (30) business days prior written notice if

(i) ASPCA fails to maintain its federal income tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is unable to reinstate its tax exempt status within ninety (90) business days of the loss or suspension of same, in which case, ASPCA remains liable for the ASPCA Contribution, or

(ii) in the reasonable opinion of the Board, termination is necessary to protect the interests of public health, safety or general welfare, which cannot be resolved by an agreement of the Parties to make the necessary adjustments to the Project to protect the interests of public health, safety or general welfare, in which case, the County shall be obligated to pay its portion of the costs incurred for the Project as of the termination's effective date and neither Party shall have any further liability hereunder.

(c) if the ASPCA receives written notice from the Internal Revenue Service, or a written legal or audit opinion that any activity required under this Agreement may jeopardize its federal income tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. ASPCA shall provide a copy of such written notice or opinion to the County with a notice that it is immediately ceasing such jeopardizing activity and requesting that this Agreement be modified within thirty (30) calendar days of such notice to cure such jeopardizing activity. If such modification cannot be agreed upon within such thirty-day period, ASPCA shall have the right to immediately terminate this Agreement. Upon termination hereunder, each Party shall be obligated to pay its portion of the costs incurred for the Project as of the termination's effective date and neither Party shall have any further liability hereunder.

(d) Notwithstanding anything to the contrary herein, in the event of a termination under this section, ASPCA, within thirty (30) calendar days, shall forthwith remove all of its personal property from the Property. Any personal property of ASPCA not removed in accordance with this subsection may, at the County's discretion, be removed by the County for storage at the cost of ASPCA. The County shall not be liable to ASPCA for the safekeeping of ASPCA's personal property during or after termination of this Agreement. To the extent ASPCA owes any money to the County hereunder at the time of termination, the County shall have the senior interest in ASPCA's personal property. It is the intention of the Parties to this Agreement that all furnishings and equipment purchased or leased by ASPCA after the Commencement Date and out of funds other than the Total Development Cost (unless otherwise agreed herein), except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of ASPCA.

(e) The ASPCA further acknowledges and agrees that should the County elect to terminate, or otherwise cancel, this Agreement due to any breach by the ASPCA, the ASPCA shall not be entitled to any type of compensation or reimbursement for any improvements made to the Property by the ASPCA, and/or for the value of the remaining term of this Agreement.

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

(33) **No Joint Venture or Third-Party Beneficiaries**. ASPCA is an independent contractor of the County and is not an agent, operator, joint venturer, partner or affiliate of the County. Neither Party nor its officers, employees, agents and instrumentalities, can be bound to honor any obligation or duty of the other Party or such other Party's officers, employees, agents

and instrumentalities, except as expressly provided herein. Moreover, this Agreement does not create, and is not intended to create, any third party beneficiaries.

(34) **Time is of the Essence**. Time is of the essence in the performance of all duties and responsibilities under this Agreement. Subject to Force Majeure Event, unforeseen circumstances, latent defects, due to any material act or omission of the County which causes unreasonable and/or excessive delay, and/or failure to obtain the permits (other than due to the nonfeasance of ASPCA), in each case, for which the ASPCA shall not be liable for such delays, ASPCA is required to complete the Project within three hundred sixty (360) business days of the Notice to Proceed, but in no event any later than twenty-four (24) months of the Effective Date, unless otherwise agreed by the Parties.

(35) **Authority of ASPCA Signatories**. The undersigned executing this Agreement on behalf of ASPCA has authority of record pursuant to the resolution attached as Exhibit "B" to act on behalf of and bind ASPCA to every condition, covenant and duty set forth herein.

(36) **Audit Rights.** ASPCA shall maintain accurate and complete books and records for all receipts and expenditures of ASPCA Contribution in conformance with reasonable, general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Project, such as vouchers, bills, invoices, receipts, contract and cancelled checks, shall be maintained and retained in a secure place and in a manner that is compliant with Chapter 119 of the Florida Statutes and so that they are accessible in a location within the County and for a duration that is in accordance with the Florida State public records retention schedule. The County Mayor or Mayor's designee may examine the books, records, and documents at ASPCA's offices or other approved site under the direct control and supervision of ASPCA during regular business hours and upon reasonable prior notice and in a manner so as to not unreasonably interfere with ASPCA's or its affiliates' business operations. Furthermore, the County Mayor or Mayor's designee may, upon reasonable prior notice and at the County's expense, audit or have audited all financial records of ASPCA which in the County's reasonable judgment relate to the Project.

Pursuant to Administrative Order 3-20, the County at its cost shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of ASPCA and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; Project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to Project design, establishment of bid specifications, bid submittals, and related activities of ASPCA, its officers, agents and employees, lobbyists (if any), county staff and elected officials.

Upon ten (10) business days' prior written notice to ASPCA from an IPSIG, ASPCA shall make all requested records and documents relating to the Project available to the IPSIG at

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

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

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

(37) **Ownership of Project and Documents.** Except as provided in Section 6 of this Agreement, the Project and/or Project Enhancements and all related, incidental, allied and other Project improvements made at the Facility by virtue of this Agreement and all design, construction and other Project reports, tracings, construction drawings, plans, specifications, surveys, maps, computer data or media and other documents or data developed for this Project and/or Project Enhancements shall become the property of the County without restriction, pledge, limitation or encumbrance except that the County agrees to only use the foregoing documents with respect to the Project. Notwithstanding the foregoing, the County shall make a copy of any of the foregoing documents available to ASPCA in connection with approved repair or renovation and will make the approved Construction Documents easily accessible to ASPCA during the term of this Agreement. For the avoidance of doubt, nothing contained herein is intend to provide grant ownership rights to the County in any documents set forth in Section 8(e), which ownership shall be maintained by the applicable Design Professional.

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

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

(b) The County shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable

to the planning, design, Construction, development and/or operation of the Project.

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

(39) **Public Records.** Pursuant to Section 119.0701(2) of the Florida Statutes, ASPCA agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07 et seq. of the Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of APCA upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement:

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

_____ day of _____, 2015

By:

_____
County Mayor

THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS

By: _____
Matthew Bershadker, President & CEO

Date: _____, 2015

Sworn to before me this
_____ day of____, 2015

_____
Notary Public

WITNESSED:

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT "A"

Project Statement – means – Language that describes or identifies a project objective to ensure the interested parties and other team participants understand the reason and objective for the project. See below.

Description of Project: The County owns the properties located at 1312 and 1320 NW 62nd Street, Miami, Florida having folio numbers 01-3114-043-0111 and 01-3114-043-0110, respectively, generally consisting of 6,050 square feet/acres and 12,100 square feet/acres of land, respectively, upon both of which a 2-story, 6,000 square foot abandoned building, which shall be demolished hereunder, and associated surface parking lot reside (Property).

Per the Development and Lease Agreement (Agreement) entered between The American Society for the Prevention of Cruelty of Animals (ASPCA) and Miami-Dade County (County), the County and ASPCA agree to cooperate in the development of the Property, which shall include the construction of a new building, approximately 6,000 sq. ft. on the Property (Facility), landscaping of the Property, and inclusion of parking lot(s) on the Property for the Facility (the "Project"). Due to the abandonment of the existing building on the Property for several years, the Project includes the demolition of the existing building on the Property by the County as well as the performance of certain environmental and other Property surveys by the County.

ASPCA shall be engaged in the design, planning, permitting and construction of the Facility. The Facility shall include surgical suites and preparation rooms, examination rooms, animal wards, lobby area, administrative offices, restrooms, staff lockers, break/kitchen area, elevator (if the Facility is more than one level), generator and conference room.

Upon completion of construction of the Facility, the Property and the Facility will be leased to ASPCA, and ASPCA will operate the Facility to provide spay/neuter surgeries and community medicine services to the County's residents, including residents in the Liberty City and Overtown areas.

The Project shall be conducted in accordance with all applicable laws.

EXHIBIT "B"

RESOLVED, that the ASPCA is authorized to undertake, oversee and administer a project in cooperation with Miami-Dade County (the "Project") for the development and operation of a spay and neuter and community medicine clinic; and

RESOLVED, that, in connection with the Project, the ASPCA is authorized to enter into an agreement with Miami-Dade County (the "County Agreement") on such terms as determined to be reasonable and necessary at the discretion of the ASPCA; and

RESOLVED, that, in connection with the Project, the ASPCA is authorized to provide one-half, up to $2,000,000, of the total cost of designing, planning, permitting and either (a) renovating an existing abandoned building on real property owned by Miami-Dade County (the "Property"), or (b) constructing a new building on the Property, which upon completion will be leased by Miami-Dade County to the ASPCA for purposes of the ASPCA operating the facility to provide spay and neuter and community medicine services to Miami-Dade County residents; and

RESOLVED, that ASPCA staff is authorized, in the name and on behalf of the ASPCA, to execute the County Agreement and/or any other contracts or instruments with Miami-Dade County or any other persons or entities that will bind the ASPCA with respect to the Project or that are necessary to fulfill the ASPCA's obligations under the County Agreement, in each case, in accordance with the ASPCA signatory policy.

EXHIBIT "C"

DOCUMENT SUBMITTAL CHECKLIST

100% - CONSTRUCTION DOCUMENTS

GENERAL

A. All Documents shall be prepared in accordance with governing codes, ordinances, and regulations.

B. All documentation applicable for a given submittal shall be submitted simultaneously. Do not submit partial submittals. Incomplete submittals will be returned as un-reviewed.

C. This submittal checklist form indicates at a minimum the following work has been done and will accompany each submission. This is not meant to be a comprehensive or all-inclusive checklist. The Architect/Engineer of Record is responsible for providing contract documents that meet the industry "standard level of care".

D. The items listed below are the minimum requirements for the submittal for each phase required to do an effective review and represent a certain level of completeness for each phase. This checklist is not a substitute for the Architect's/Engineer's quality control procedures.

E. The Architect/Engineer of Record is responsible for the accuracy and completeness of their contract documents. The Architect/Engineer of Record is responsible to ensure that all disciplines are coordinated at each phase.

F. The Architect/Engineer of Record is responsible to ensure the submittal includes all of the Schematic Design, Design Development, and 50% Construction Document requirements in addition to the following requirements.

G. All documents must be complete in terms of format and content. Ensure coordination of any item that will affect bidding such as alternates, unit prices, etc.

H. Make the project manual specific to the County and the Scope of Work: edit all information prior to submittal.

PROJECT INFORMATION

The following items shall be submitted in this phase:

	Completed Plan Review and Document Submittal Checklist
	Written Responses to comments from GSA.
	Signed and Sealed Site Survey
	Final statement of probable construction cost.
	Project Site drainage calculations.
	Project Calculations for each discipline (as required).
	Florida Energy Efficiency Code for Building Construction (FEEC). Submit forms signed and sealed by a State of Florida registered design professional, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation and building envelope.

Project Manual: The project manual shall include, but not be limited to the following:

	Title Page.
	Table of contents.
	Describe the expected final product, which is referred to as the "proposed Scope of Work" and is the result of performing services, furnishing labor, and supplying and incorporating materials and equipment into the construction.
	Front-end documents (Division 0): Provided by the County/GSA.
	Technical Specifications (Divisions 1-17): Project specific, written requirements for material equipment, construction systems, standards, workmanship, and performance of related services.
	Addenda
	Soil boring and Geotechnical Engineer's Recommendation (Included as a reference only).

Cover Sheet including the following:

	Facility Name/Address
	Project Description
	Project Number or Work Order Number
	Listing of Consultants (For outside Consultants).
	Statement that drawing set is a 100% Construction Document Submittal and date.
	Mayor, County Manager, County Commissioner(s) & Director(s) Names, Districts and Titles
	Miami-Dade Logo
	Statement of Compliance by the Architect/Engineer of Record (For outside Consultants).

General Information to appear on the Drawings:

	Index of drawings
	Abbreviations, General Notes, Applicable Codes and Shop Drawing Summary.
	Reference symbols
	Legend of materials
	Signed and sealed current survey
	Location Map and Legal Description.
	Zoning requirements and site information.
	Building information/statistics.
	Directory of Architects and Engineers (For GSA designed projects only).
	Describe the expected final product, which is referred to as the "proposed Scope of Work" and is the result of performing services, furnishing labor, and supplying and incorporating materials and equipment into the construction.
	Project Calculations for each discipline (As required).
	ADA Notes & Details (As required)

CIVIL - 100% CONSTRUCTION DOCUMENTS

Civil Site Plan for new sites shall include the following:

Calculated Site and Engineering Base Plan: Plan shall be compatible to site survey locating all improvements.

	Indicate various phase limits.

	Indicate road alignments and radii
	Indicate, easements
	Indicate set back requirements (If not addressed on Architectural Drawings)
	Indicate marked turn lanes and direction of traffic circulation (If not addressed on Architectural Drawings)
	Indicate adjacent road names
	Indicate side walks
	Indicate covered walkways
	Indicate fences and gates
	Indicate lakes and canals
	Indicate utility poles and boxes
	Indicate all required demolitions (If not addressed on Architectural Drawings)

Paving, Grading and Drainage Plan: Plans shall include but will not be limited to the following:

	Proposed pavement limits, radii and grades for each pavement break point.
	Spot grades for sidewalks and grass areas at grade breaks and 50 feet intervals.
	Spot grades for ramps for handicap access and gates.
	Finish floor elevations, FEMA 100 year flood base and panel number.
	Covered Walkways.
	Type and limits of curbing and retaining Walls.
	Signage, markings, and signalization plan details and flashers for on-site and off-site work.
	Pavement cross-sections and details.
	Details of play areas. (If not addressed on Landscape Drawings).
	Turn lanes and deceleration lanes and any other details required for access into facility, including fire access lanes and dedicated easements.
	Fences, gates, and guardrails for protection.
	Location size and elevations of catch basin, drainage culverts and discharge control system.
	Provide a full set of drainage calculations.
	Cross section, design and control elevations of retention areas, drainage lakes or canals receiving project discharge.
	Contours, sections, areas and volumes of retention/detention facilities.
	Roof drainage leaders and method of collection and discharge.
	Additional details as required.
	Storm water retention areas (shall not exceed 18" depth).

Water Distribution and Sanitary Sewer Systems Plan: Plan shall include but will not be limited to contain the following:

	Location, size and type of water lines, services, valves, meters, backflow preventers, fitting, fire hydrants (including existing off site hydrants that will serve the site), sample points, terminal blow offs, fittings, detector check valves, and details.
	Locations type and sizes of gravity sewer lines, laterals and structures. Gravity manholes (spaced at 400 feet max. with a gravity 8" sewer line sloping 0.41% min.) sizes, rim and invert elevations and discharge direction shall be shown. Sewer laterals (6" min.) shall have cleanouts at required distances with min. slope requirements.
	Profile plan of water main extension (if required) showing top of pipe elevation, fittings, distances, crossings, etc.

	Profile plan of gravity sewer system showing rims, inverts, pipe size, length and type, slopes structure sizes and numbers, including all utilities and drainage crossing conflicts, etc.
	Any required lift stations and force main location, sizes, types, details and specifications. (Submitted along with design calculations).
	Details of connection to off-site utilities.
	Additional details as required.
	Utilities easements.
	Pollution Control Devices
	Site details, e.g. curbs, parking stalls, paving, marking, signage, drainage, water, sewer and any other specialized items necessary to clearly express the intent of the project design.

In addition to above, existing sites shall include the following:

	Site plan and/or site plans for paving, grading, drainage, water distribution and sanitary sewer plan.

Permits:

	Copy of all on and off site engineering and utilities permits, approvals and agreements issued by local, county, and state regulatory agencies. (When 100% permitting has been completed).

LANDSCAPING - 100% CONSTRUCTION DOCUMENTS

Landscape Plan, illustrating:

	Coordinate with the latest architectural plans & elevations.
	Coordinate with the latest electrical plans.
	All existing trees that are affected by new construction shall be identified and addressed as to their removal, relocation or salvage. This includes all applicable tree canopy calculations.
	Identify water use zones on plan.
	Plant list clearly referenced and targeted to plan.
	Details of shrub and tree plantings including surrounding civil and electrical information.
	Selection of plant material.
	Detail of various planting beds.
	Provide Landscape Code requirements in table format.
	Coordinate with Irrigation plan.
	Site materials plan (As required).

Irrigation Plan, illustrating:

	Identify source of irrigation and locate meters (if required).
	Delineating the scope of the area under the contract.
	Address any connections or alterations to the existing system.
	Legend of Equipment
	Layout for irrigation system indicating size of all pipes.
	Details of basic system (include detail of sleeved pipe runs – areas where this occurs are to be identified on the plans).
	Coordinate location of controller/rain sensor with Architectural/Electrical drawings.
	Provide water schedule for various zones.
	Identify water use zones on plan.

ARCHITECTURAL - 100% CONSTRUCTION DOCUMENTS

Reference is made to all the requirements for 50% Construction Documents, Design Development and Schematic Design. Further clarification of requirements is as follows:

Architectural Site Plan; Scale: 1" = 40'-0", minimum, illustrating:

	Points of the compass
	Scale of Drawing
	All additions, new construction, remodeling and/or renovation areas.
	All site features such as:
	Property lines
	Existing buildings
	Play areas
	Vehicular parking
	Bicycle parking
	Covered walkways
	Clearly delineate site circulation addressing:
	Vehicular circulation
	Pedestrian circulation
	Bicycle circulation
	Service and emergency traffic
	Indicate ADA accessible routes to buildings and site activities.
	Indicate Distance between building
	Indicate assumed Lot Lines with dimensions from building to lot line.
	Indicate set-backs
	Indicate existing square footage of all buildings that are being remodeled or added to. Include the square footage of the new additions or new buildings.
	Calculation of the number of parking spaces existing, required and proposed- shown on the drawing.
	Provide dimensions of buildings, parking areas, drives, walks, etc.
	Provide basic dimensions of buildings, parking areas, drives, walks, as they relate to each other and the site lot lines.
	Indicate floor elevations for new and existing construction, and spot elevations at critical areas as necessary to clarify or express the design intent. Coordinate with Civil and Structural Documents.
	Indicate phasing of work (if required). This can be on a separate site plan if required.
	Reference Site Details.

Site Phasing Plan, Scale: 1" = 40' minimum, illustrating:

	Order of the construction.
	Site barriers to control and separate student traffic and construction activities.
	Points of the compass
	Scale of Drawing

Site Demolition Plans; Scale: 1"- 40' minimum, illustrating:

	Points of the compass
	Scale of Drawing
	Identify all building demolition
	Identify all site demolition
	Provide overall dimensions of buildings, parking areas, drives, walks, etc.
	Provide graphic legend if required.
	Provide notes to clarify scope of work.

Architectural Site details, Scale as required:

	Flagpole with Foundations.
	Fencing with Foundations.
	Play area(s) - layouts and footing details
	Walkway details:
	Cover walkways
	Custom site furnishing
	Custom Paving
	Expansion and control joints
	All details pertinent to the site.

Life Safety Plan, Scale: 1/8" = 1'-0". Code analysis indicating the following:

	Provide an overall life safety plan at 1/16"= 1'-0" (as well as 1/8" scale drawings) if entire building/floor cannot be included on a single drawing at 1/8" scale.
	List all appropriate codes.
	Provide a Code analysis indicating:
	Occupancy classification
	Proposed construction type
	Note if Sprinklers are provided
	Total square footage:
	1) Allowable Floor Area -entire building and by floors. Confirm area limitations and buildings heights based on Table 500 – FBC latest edition.
	2) Actual Floor Area – entire building and by floors.
	Room names (in all spaces)
	Room numbers
	Number of occupants and square footage for each space.
	Egress routes.
	Exit calculations: Required and provided means of egress (doors, stairs and corridors).
	Common path of Travel – Indicate maximum allowed and actual distance.
	Diagram Travel Distances to Exits – Indicate Maximum allowed and actual distance
	Graphically indicate required Smoke and Fire rating of walls, floors/ceilings and roof/ceilings – Provide a clear legend. Differentiate between walls rated for Life Safety Compliance and walls rated according to Table 600 Florida Building Code latest edition.
	Indicate Fire/Smoke Compartments if required.
	Show Life Safety Devices:

	Exit signs
	Fire Alarm Pull stations
	Strobe lights
	Strobe Lights/Horn combinations
	Emergency lights
	Heat detectors
	Smoke Detectors/Tamper proof Smoke Detectors
	Magnetic Door Releases
	Fire Extinguishers
	Confirm net 5% light/ ventilation requirement.
	Requirements for ADA accessibility and egress.
	Indicate Areas of Rescue. Note location of signage and communication equipment.
	Provide occupancy calculations and toilets counts. **This plan is to be complete and coordinated with the Electrical and Mechanical Systems documents.**

Overall Building Plans Scale: 1/16" = 1'-0" or 1/8" = 1'-0" (required when entire floor will not fit on a single drawing at 1/8" =1'-0" scale.)

	Indicate Match lines
	Indicate Building Sections references – whole building and partial sections.
	Indicate overall dimensions
	Indicate column grid.
	Provide Room names
	Indicate Room Numbers
	Indicate Points of the Compass.

Demolition Plans, Scale: 1/8" = 1'-0"minimum, illustrating:

	Notes on the extent of demolition.
	Graphic identification of items to remain and items to be removed.
	Dimensions at locations where walls are being removed or altered.
	Dimensions and notations at locations where partial walls are being removed or altered.
	Existing room work names and Room numbers.
	Coordinate with all other disciplines, and confirm that all items to be removed are located on the proper discipline's documents.
	Provide Key Plan identifying building location and points of the compass
	Indicate Scale

Floor Plans; Scale: 1/8" = 1'-0" minimum, illustrating:

	All dimensions of building and interior partitions.
	Provide Room names with square footage.
	Provide Room numbers for each space
	Graphically differentiate new from existing
	Building floor elevations indicated in relation to flood criteria requirements.
	Provide notes dealing with the repair of existing areas as a result of demolition.
	Provide adequate notes to indicate clearly the design intent, and the extent of the work.
	Indicate Wall Types

	Note rainwater leaders
	Indicate structural tie columns
	Indicate column grid.
	Interior elevation targets
	Provide References for enlarged floor plans.
	Provide Door numbers – all doors shall have individual numbers.
	Provide window type identification (on plan or on elevations)
	All built-in cabinetry or equipment shown, noted and referenced.
	Reference building sections
	Reference wall sections
	Define pre-approved alternates if any.
	Indicate Scale of drawing
	Provide key plans identifying location and points of the compass.

Overall Roof Plan @ 1/16" = 1'-0" or
Roof Plan @ Scale: 1/8" = 1'-0" whichever can contain the entire roof on a single drawing: illustrating:

	Design of roof drainage system
	1) Primary system
	2) Secondary system
	Provide drainage calculations for both primary and secondary systems
	Indicate elevations of roof high points and low points.
	Indicate slope of the roof surface in inches per foot.
	Indicate all roof penetrations and equipment
	Indicate walking pads for pathways and around equipment.
	Indicate roof access – hatches and ladders between roofs
	Indicate roofing system specified.
	Expansion joints.
	Reference details, wall sections, Building Sections.
	Show column grid.
	Indicate points of the compass
	Indicate Scale of drawing

Reflected Ceiling Plan, Scale: 1/8" =1'-0" minimum, illustrating:

	Indicate ceiling design
	Indicate room names and Room numbers.
	Note Types of Ceilings (materials)
	Indicate lighting pattern design and fixture types
	Indicate ceiling heights
	Indicate soffits and changes in elevation
	Locate Mechanical diffusers.
	Reference details, building sections and wall sections.
	Locate ceiling mounted Life safety devices.
	Indicate roof/ceiling, floor/ceiling fire rated assemblies reference rating and assembly numbers.

	Light fixture types
	Any dropped soffits or joint conditions between different materials must be detailed.
	Coordinated plans with the electrical, mechanical and plumbing disciplines and Life Safety Plan.
	Provide key plans identifying location and points of the compass.
	Indicate Scale of drawing

Building Elevations, Scale: 1/8" = 1'-0" minimum, illustrating:

	Show all facades and architectural features.
	Indicate materials to be used.
	Indicate Vertical dimensions and elevations of grade, floors, roof and parapets.
	Indicate Fenestration (indicate window type if not shown on plans).
	Indicate Control and expansion joints.
	Note cladding and opening wind load pressures.
	Identify the column grid on the elevations.
	Indicate the scale of drawing
	Provide key plan to identify location, if complexity of project warrants this.

Building Sections, Scale 1/8" = 1'.0" minimum, illustrating:

	Identify spaces in the section with names and Room numbers
	Choose building sections that illustrate Spatial relationships and all changes in volume.
	Identify systems for walls, roofs, etc.
	Reference wall sections and details.
	Indicate basic Vertical dimensions and elevations of grade, floors, roof parapets.
	Indicate Scale of drawing

Wall Sections, Scale: 3/4" = 1'-0", illustrating:

	Provide Wall sections to cover all system, connections, or specialized design elements.
	Note clear floor/ceiling and floor/floor elevations.
	Note elevations of new and existing areas.
	Indicate elevations of floors, grade, roof, parapets, sills and window heads, etc.
	Note materials
	Reference details
	Indicate column lines
	Indicate rated assemblies – floor/ceiling, roof/ceiling.
	Provide space names and Room numbers.
	Indicate Scale of drawing

Enlarged floor plan at 1/4" = 1'-0" scale, including the following:

	Enlarged floor plans of toilet rooms: Note all ADA requirements, ADA floor clearances and all accessories.
	Stairs
	Elevators
	Specialized spaces – Lounges, Conference Rooms, Multi-Purpose Rooms, Locker Rooms, etc. - indicate all equipment, fixed and built in furniture.
	Provide legends that identify furniture and equipment and clearly note items that are 'in

	contract' and 'not in contract'.
	Confirm clearances around equipment where relevant – either safety zones or passage clearances.
	Reference sections, details and elevations for cabinetry.
	Reference room elevations.
	Indicate room/space names and Room numbers.
	Indicate drawing scale

Interior elevations at 1/4" = 1'0" scale minimum to include the following:

	Corridors.
	Specialty rooms.
	Toilet rooms
	Targets referencing cabinetry - sections and details.
	Indicate dimensions and heights.
	Notes indicating type of equipment (legend).
	Notes indicating material, etc.
	Include any wall patterns and graphics designs.
	Include mounting heights of accessories, equipment and visual aids.
	Identify all spaces with room names and Room number
	Indicate drawing scale

Schedules:

	Door schedule
	Every door accounted for on the schedule.
	All elevations provided.
	Details referenced.
	All of the information in the schedule completed
	Finish schedule – each space listed and all information completed.
	Window schedule
	All windows accounted for on the schedule with details referenced.
	All window elevations provided.
	Details provided.

Details of the following should be provided:

	All Wall and partition types. Include all ratings and assemblies. Detail Head and Base conditions at rated walls with UL Assembly references.
	Door jamb, head and sill conditions, with anchorage methods shown and noted.
	Window head, sill and jamb conditions, with anchorage methods shown and noted.
	Interior or exterior expansion control connections.
	Roof details: flashing, coping, roof curbs , with anchorage methods shown and noted.
	Fire Penetration details and references.
	Cabinetry - sections and details.
	Any other specialized items necessary to clearly express the intent of the project design and construction.
	Plans for floor patterns. Indicate layout with dimensions and colors.
	Indicate scale.

Signage to include the following:

	Construction sign.
	Building space names and Room numbers.
	ADA signage
	Emergency exiting.
	Equipment safety signs.
	Exterior marquee, monument sign(s) and building identification.

STRUCTURAL - 100% CONSTRUCTION DOCUMENTS

Building plans shall be drawn at same scale and orientation as the architectural drawings. Areas at a larger scale shall be used as required.

General:

	Coordination with other disciplines shall be evident.
	Drawings shall be complete. Framing, sections, notes, details, etc shall be clearly shown on the drawings. This package shall include any information pertinent to constructing anything on the project within the project scope of work. The drawings shall be complete so that they can be completely and properly reviewed, inspected, detailed by fabricators, and constructed.

Foundation Plans (fully completed and detailed) shall indicate the following:

	All foundations shall be shown.
	All columns and walls shall be shown.
	All grade beams, pilecaps, and piles shall be shown.
	All structural ground floor slabs shall be shown.
	Required Structural joints or control joints in walls shall be shown.
	Retaining walls shall be shown.
	Slabs on grade shall be shown and joint patterns shall be identified.
	Slab slopes shall be shown.
	Slab recesses shall be shown
	Non-bearing masonry walls shall be shown.
	Stairs and elevators shall be shown.
	Foundations, foundation steps, and major first floor vertical components for major miscellaneous structures such as architectural monuments, freestanding stair towers, etc shall be shown.
	FPL transformer vault design conforms to FPL requirements for wall type/thickness and roof type/thickness/strength.
	Any special sequencing required by the Contractor shall be shown.
	Appropriate section and detail annotations.
	Provide details of delayed pour strips and base support with tilt wall construction.

Elevated Floor and Roof Plans (fully completed and detailed) shall indicate the following:

	All structural walls, slabs, decking columns, beams and other framing elements shall be shown.

	Direction and type of framing of roofs and floors, elevations of members, special conditions, etc
	Items that are to be Engineered by a Delegated Specialty Engineer shall be clearly identified on the drawings.
	Concrete/masonry beams shall be numbered and cross-referenced with the schedule. Avoid using the same beam designation for different buildings. A prefix is preferred.
	Steel beams size, grade (if different than what was typically specified), studs required, and end reactions.
	All non-bearing masonry walls shall be shown. Design dead loads due to these walls shall be identified on the drawings for the use of the Specialty Engineer.
	Required Structural joints or control joints in walls or slabs shall be shown.
	Stairs and elevators shall be shown along with all applicable framing.
	Openings in roofs and floors shall be properly framed.
	Slab slopes shall be shown.
	Slab recesses shall be shown
	Steel deck attachment diagrams.
	Buildings utilizing Tilt-Wall construction shall have all walls appropriately designed and detailed on the drawings.
	Any special loads (from equipment, folding partitions, etc) shall be clearly identified on the drawings.
	Any work that requires structural design shall be completely detailed on the drawings. Components that will be engineered by others shall be clearly designated on the drawings as "By Specialty Engineer". Drawings shall be clear regarding design intent and scope for the Specialty Engineer. It is suggested that to avoid conflict during the bidding and construction phases, such assemblies not be partially engineered by the EOR or AOR.
	Plans shall identify whether columns stop or continue at a given level. Terminations between levels shall be clearly noted on the plan or in the schedule.
	Mechanical equipment schedule shall include operational weights in addition to any mechanical requirements. This is to ensure proper allowance for equipment weight in the structural design, in particular for delegated engineered items.
	Any special sequencing required by the Contractor shall be shown.
	Appropriate section and detail annotations.
	Identify shear walls.
	Indicate on roof plan and or elevations with design pressures for uplift and openings.
	Proprietary systems shall be completely defined and supported by acceptable calculations.

Demolition plans fully completed and detailed (if applicable) shall include the following:

	Notes on the extent of demolition.
	Graphic identification of items to remain and items to be removed.
	Dimensions at locations where floors/slabs, walls or other structural elements are being removed or altered.
	Dimensions and notations at locations where partial walls are being removed or altered.
	Appropriate section and detail annotations.
	Coordinate with other disciplines.
	Indicate Scale

Schedules and Notes (fully completed and detailed) shall indicate the following:

	Beam Schedule shall include member identification mark, size, reinforcing and elevation

	(concrete and steel beams). Soffit beams shall include required design shears, torsion, and maximum positive moment. Provide a typical beam bar bending diagram
	Provide a shear friction schedule and typical soffit beam diagram (as applicable)
	Concrete Column Schedule shall include member size, vertical reinforcing and tie spacing.
	Steel Column Schedule shall include member size, grade (if different from what is specified in the notes), cap plate size/anchorage and base plate size/anchorage.
	Foundation schedule shall include size and reinforcing
	Provide wall schedules for masonry and concrete walls including vertical and horizontal reinforcing.
	Lintel Schedule
	Structural Notes shall contain at a minimum but not limited to:
	General notes and basic requirements.
	Provide schedule of abbreviations, material legends, and schedule of symbols.
	Material specific notes (concrete, masonry, steel, etc) giving the required properties for each of the materials and components used on the job.
	Design loads for dead, live and wind shall be identified. Design gravity loads for building areas should be clearly identified for areas of intended use.
	Wind load diagrams for structural members designed by a Specialty Engineer shall be clearly shown. Net uplift loads shall be shown for Steel Joist structures. Identify any dead load reduction used.
	Component and cladding pressures for roof components, doors and windows, etc. shall be identified in either the architectural or structural drawings.
	Notes for wind shall clearly identify the Base wind velocity used, exposure, internal pressures, Kd, and Importance Factor
	Code and year of adoption for the design basis (ACI, ASCE 7, FBC, etc)

Section and Detail Drawings (fully completed and detailed) shall indicate the following:

	Provide wall sections for common conditions.
	Provide floor/roof sections for common conditions.
	Provide sections/details for areas with special bearing conditions.
	Provide sections/details for special or complicated conditions.
	Provide sections/details at all joints
	Provide sections/details at all places where framing changes direction.
	Provide special details at interface between new and existing work.
	Provide sections/details for miscellaneous architectural features such as privacy walls, enclosures, planters, etc. unless the information is detailed on the architectural drawings.
	Canopies, walkways, major architectural features, monumental stairs, shelters, etc shall be shown in concept if design is to be performed by a Delegated Specialty Engineer. Otherwise, design of these elements shall be completely detailed on the Contract Drawings.
	Sections/details shall be complete.
	Section marks and match lines shall be properly coordinated and cross-referenced on the plans.
	Provide a key plan.
	ITV tower foundation and pole design shall be shown on the structural, architectural, or electrical drawings. As an alternative, the Engineer may designate these items to be designed by a Delegated Specialty Engineer, and provide all of the load requirements on the Contract Documents. Coordinate design with BECON.
	Roof mounted equipment or any equipment exposed to the atmosphere shall be designed

	for applicable wind forces. Required screening and anchorage shall be detailed. This information MAY appear on the architectural, MEP, or structural drawings, but MUST be shown in the documents. Protection cannot interfere with normal operation of the device during normal or emergency service.
	Details for housekeeping pad requirements must be provided and coordinated with architectural/mechanical drawings.
	Provide special details in demolition projects showing creating/closing openings, strengthening of members/components, etc.
	Calculations shall be submitted (if requested) for the work in this phase and be inserted in the Project Manual.

MECHANICAL – 100% CONSTRUCTION DOCUMENTS

This submittal shall include all the 50% submittal requirements.

	Complete plans of the proposed HVAC ductwork in double line and equipment layout including sections and details to depict the design concept.
	Complete HVAC equipment and plumbing fixture schedules.
	Complete plumbing plans and isometrics showing the sanitary, domestic water, gas and roof drainage systems.
	Complete ¼" or 3/8" scale floor plan of mechanical rooms showing HVAC equipment and dimensioned service clearances, nominal equipment length and width, etc. Also included should be sections showing ceiling height, joist depth, duct clearance between bottom of joist and top of ceiling, roof height, etc.
	Complete ¼" scale floor plan of kitchen showing equipment, floor drains, trough drains, grease waste system, sanitary waste system, cold and hot water routing.
	Complete plan of kitchen ventilation system showing hood construction and type, hood exhaust and air makeup system, hood fire protection system, kitchen room exhausts system for odors, etc.
	Complete plan of the proposed fire sprinkler layout.
	Applicable installation details.
	General legend and list of abbreviations used.
	Submit fire flow calculations for fire suppression system loop.

ELECTRICAL - 100% CONSTRUCTION DOCUMENTS

This submittal shall include all the 50% submittal requirements.

Site Plan:

	Branch circuit numbers and wire sizes considering voltage drop. Provide voltage drop calculations.
	Final coordination.
	All Buildings:
	In Telecommunication rooms, updated layout of main pieces of equipment.
	Updated layout of electrical outlets, junction boxes, and disconnect switches, including provisions for future equipment.
	Circuiting of all electrical apparatus showing circuit numbers and home runs to respective panels.
	Updated branch circuit wiring, and feeder sizes to all electrical distribution equipment

	accounting for the voltage drop.
	Completed electrical panel schedules.
	Branch circuit numbers for all light fixtures, and home runs to respective panels considering voltage drop.
	Updated system plans including all TV, fire alarm, security, data/communications, and intercom requirements.
	Completed lightning protection system plan with details.
	Provide a summary of final load calculations in the electrical power construction documents as required and signed/sealed by Engineer of Record.
	Completed schedules and details.
	Completed list of diagrams for all systems, (power, TV, data/communication, fire alarm, intercom, clock, etc.)
	Final completed Division 16 & 17 specifications fully coordinated with the table of contents.

End of 100% Construction Document Submittal Checklist

DOCUMENT SUBMITTAL CHECKLIST

DESIGN DEVELOPMENT DOCUMENTS

GENERAL

A. All Documents shall be prepared in accordance with governing codes, ordinances, and regulations.

B. All documentation applicable for a given submittal shall be submitted simultaneously. Do not submit partial submittals. Incomplete submittals will be returned as un-reviewed.

C. This submittal checklist form indicates at a minimum the following work has been done and will accompany each submission. This is not meant to be a comprehensive or all-inclusive checklist. The Architect/Engineer of Record is responsible for providing contract documents that meet the industry "standard level of care".

D. The items listed below are the minimum requirements for the submittal for each phase required to do an effective review and represent a certain level of completeness for each phase. This checklist is not a substitute for the Architect's/Engineer's quality control procedures.

E. The Architect/Engineer of Record is responsible for the accuracy and completeness of their contract documents. The Architect/Engineer of Record is responsible to ensure that all disciplines are coordinated at each phase.

F. The Architect/Engineer of Record is responsible to ensure the submittal includes all of the Schematic Design requirements in addition to the following requirements.

PROJECT INFORMATION

The following items shall be submitted in this phase:

	Completed Plan Review and Document Submittal Checklist
	Signed and Sealed Site Survey
	Current estimate of Probable Construction Costs
	Updated listings for each discipline of any information on deficiencies on the existing site that could not be resolved and which still require resolution as design work proceeds.

PROJECT MANUAL – DESIGN DEVELOPMENT

Shall contain the following information:

	Written responses to Schematic Design Comments for all disciplines.
	Florida Energy Efficiency Code Analysis
	Geotechnical Engineering Report.
	Calculations required for any of the disciplines.
	Outline Specifications containing all applicable sections of Division 2-17.

Cover Sheet including the following:

	Facility Name
	Project Description

	Project Number
	Listing of Consultants
	Mayor, County Manager, County Commissioner(s) & Director(s) Names, Districts and Titles
	Miami-Dade Logo
	Location Map

General Information to appear on the Drawings:

	Index of drawings
	Abbreviations
	Reference symbols
	Legend of materials
	Signed and sealed current survey

CIVIL - DESIGN DEVELOPMENT

A civil site plan shall be submitted in accordance with latest Florida Building Code. The plans shall contain the following:

	Full site boundary, based on State plane coordinates showing the following:
	Horizontal control geometry plan
	Adjacent roads
	Overall dimensions
	And points of the compass
	The legend of all proposed demolitions, improvements and landscape areas
	Identify site acreage.
	Identify Total area of buildings
	Identify total pervious and impervious areas.
	A location map on which the section, township and range are noted.
	Existing Site improvements including location of handicap and pedestrian access routes and traffic circulation, locations of portables and play areas.
	Proposed staging areas for construction
	Proposed demolition and modifications.
	Proposed additions.
	All building setbacks and all building separation.
	Proposed right-of-way and parking circulation geometry.
	Proposed site grading including paved areas with high and low points and note direction of surface flow.
	Proposed floor elevation (min. elevation of lowest floor at 1'-0" above 100 year base flood elevation shown on FEMA).
	Proposed directions of traffic flow signage and marking for on-site and off-site work.
	Proposed locations of new site utility (water, sewer, storm and fire) lines and their service connections
	Proposed and existing locations of fire hydrants and fire protection supply lines that will serve the site.
	Site drainage including locations of proposed storm sewer, catch basins, retention areas, ex-filtration trenches, and roof drain leaders.

	Include site drainage calculations.
	Locations and size of all existing utilities, underground and drainage structures.
	Inverts of all existing utility manholes.
	Emergency access easements, reservations and dedicated property units.
	Provide location and logs of soil boring and percolation test.
	Current Estimate of Probable Construction Costs.
	Provide the status of regulatory permit requirements.

LANDSCAPING – DESIGN DEVELOPMENT

Landscape Plan:

	Xeriscaping and low maintenance concepts in the layouts.
	Selection of proposed plant material including photographs.
	All existing trees that are affected by new construction identified and addressed as to their removal, relocation or salvage.
	Irrigation requirements for the proposed improvements and the condition of the existing irrigation system.

ARCHITECTURAL – DESIGN DEVELOPMENT

Architectural Site Plan:

	Points of the compass
	Scale of Drawing
	All additions, new construction, remodeling and/or renovation areas.
	All site features such as:
	Property lines
	Existing buildings
	Play areas
	Vehicular parking
	Bicycle parking
	Covered walkways
	Clearly delineate site circulation addressing:
	Vehicular circulation
	Pedestrian circulation
	Bicycle circulation
	Service and emergency traffic
	Indicate Distance between buildings
	Indicate assumed Lot Lines with dimensions from building to lot lines.
	Indicate set-backs
	Indicate existing square footage of all buildings that are being remodeled or added to. Include the square footage of the new additions or new buildings.
	Note all existing and proposed building floor elevations. New building floor elevations shall be based on flood criteria. See Civil requirements.

	Calculation of the number of parking spaces existing, required, and proposed.
	Provide basic dimensions of buildings, parking areas, drives, walks, etc.
	Indicate construction phasing of work (if required)
	Indicate floor elevations for new and existing construction, and spot elevations at critical areas as necessary to clarify or express the design intent.

Demolition Site Plans:

	Points of the compass
	Scale of Drawing
	Identify major building demolition
	Identify major site demolition
	Overall dimensions of buildings, parking areas, drives, walks, etc.

Life Safety Plan:

	Provide an overall life safety plan.
	List all appropriate codes.
	Provide a Code analysis indicating:
	Occupancy classification.
	Proposed construction type
	Note if Sprinklers are provided
	Total square footage:
	1) Allowable Floor Area -entire building and by floors. Confirm area limitations and buildings heights based on Table 500 – Florida Building Code latest edition.
	2) Actual Floor Area – entire building and by floors.
	Room names and numbers (in all spaces)
	Number of occupants and square footage for each space.
	Egress routes.
	Exit calculations: Required and provided means of egress (doors, stairs and corridors).
	Common path of Travel – Indicate maximum allowed and actual distance.
	Diagram Travel Distances to Exits – Indicate Maximum allowed and actual distance
	Indicate required Smoke and Fire rating of walls, floors/ceilings and roof/ceilings – Provide a clear legend. Differentiate between walls rated for Life Safety Compliance and walls rated according to Table 600 Florida Building Code latest edition.
	Indicate Fire/Smoke Compartments if required.
	Show Life Safety Devices:
	Exit signs
	Fire Alarm Pull stations
	Strobe lights
	Strobe Lights/Horn combinations
	Emergency lights
	Heat detectors
	Smoke Detectors/Tamper proof Smoke Detectors

	Magnetic Door Releases
	Fire Extinguishers
	Confirm net 5% light/ ventilation requirement.
	Requirements for ADA accessibility and egress.
	Indicate Areas of Rescue.
	Indicate Fire Department Access
	Indicate Points of the Compass.
	Indicate scale

Overall Building Plans:

	Indicate Match lines
	Indicate Building Sections
	Indicate overall dimensions
	Provide Room names and numbers
	Indicate Points of the Compass.
	Indicate scale

Floor Plans:

	Basic dimensions of building and important spaces.
	Provide Room names (with square footage) and numbers.
	Graphically differentiate new from existing
	Identify work as new, remodeling or renovation
	Building floor elevations indicated in relation to flood criteria requirements.
	All existing building features, equipment, partitions, etc. must be graphically differentiated from new or remodeled items.
	Provide adequate notes to indicate clearly the design intent, and how the building systems have been addressed.
	Define alternates if any. All alternates must be pre-approved by the County.
	Provide References for enlarged floor plans.
	Indicate Scale of drawing
	Provide key plans identifying location and points of the compass.

Overall Roof Plan:

	Design of roof drainage system (primary and secondary systems).
	Provide drainage calculations for both primary and secondary systems
	Indicate major elevations of roof high points and low points.
	Indicate slope of the roof surface in inches per foot.
	Indicate roofing system proposed.
	Indicate points of the compass
	Indicate Scale of drawing

Reflected Ceiling Plan:

	Basic ceiling design
	Types of Ceilings (materials)

	Indicate lighting pattern design
	Indicate ceiling heights
	Provide key plans identifying location and points of the compass.
	Indicate Scale of drawing

Building Elevations:

	Show all major facades and architectural features.
	Indicate materials to be used.
	Indicate basic Vertical dimensions and elevations of grade, floors, and roof parapets.
	Indicate Fenestration
	Indicate the scale of drawing

Building Sections:

	Identify spaces in the section with names and room numbers
	Choose building sections that illustrate Spatial relationships.
	Identify systems for walls, roofs, etc.
	Reference wall sections and details.
	Indicate basic Vertical dimensions and elevations of grade, floors, roof parapets.
	Indicate Scale of drawing

Wall Sections:

	Key areas to clearly represent the intent of the design and the type of construction to be used for walls, roofs, etc.
	Note elevation heights of new and existing areas.
	Large-scale sections to cover all system, connections, or specialized design are to be provided at the consultant's choice.
	Note materials
	Reference details
	Indicate Scale of drawing

Large Scale Floor Plans:

	Furnishing and equipment layouts (built-in and moveable)
	Provide enlarged plans for all toilet rooms and stairs.
	Indicate elevation references
	Indicate scale of drawing

Interior elevations:

	Locations of all elements, (built in and fixed) material selections and other pertinent information relating to design decisions being implemented.

Schedules:

	Preliminary door schedule. Include elevations of door types.
	Preliminary window schedule. Include elevations of window types.

Details, scaled as required:

	If available, provide basic details that clarify the design decisions being implemented.

STRUCTURAL – DESIGN DEVELOPMENT

Building plans shall be drawn at same scale and orientation as the architectural drawings. Areas at a larger scale shall be used as required.

Foundation plans shall indicate the following:

	Isolated and wall foundations locations and elevations.
	Column locations and types
	Wall locations and types.
	Grade beam, pile cap, and pile locations for projects with structural ground floor
	Plan Notes

Elevated floor and roof framing plans shall indicate the following:

	Structural system type (precast, steel, etc) and depth
	Selection of stair type (concrete or steel)
	Slopes of floor/roof structures.
	Structural and tie beams shall be designated on the plan as to location and limits. Beam numbering is encouraged.
	Stairwell type and location.
	Plan Notes

Demolition plans (if applicable) indicating the following:

	Notes on the extent of structural demolition, including doors, windows, columns, beams, etc.
	Dimensions at locations where partial Structural walls are being removed or altered.
	All existing structural partitions, vertical framing, and horizontal framing equipment; refer to appropriate architectural, mechanical, electrical demolition plans as required for clarification.
	Coordinate with other disciplines.

Building sections and details:

	Basic wall/structural sections of the building showing type and size of joists, bearing conditions, supporting elements, and type of foundations.
	Details showing modifications of existing building elements.
	Typical details.
	Section marks and match lines shall be properly coordinated and cross referenced on the plans.
	Provide a Key Plan

Schedules and Notes:

	Beam Schedules should have beam marks, member sizes and elevations shown at a minimum, reinforcing is not required at this phase
	Preliminary Column Schedules
	Preliminary Foundation Schedules.
	Preliminary Wall Schedule

	General Structural Notes
	Provide schedule of abbreviations, material legends, and schedule of symbols.
	Preliminary calculations shall be submitted (if requested) including a lateral load analysis, foundation analysis, and beam/column analysis.
	Final Geotechnical Report. This report shall justify the foundation design assumptions made by the Architect/Engineer of Record and shall be incorporated in the Project Manual.

MECHANICAL – DESIGN DEVELOPMENT

Building plans shall be drawn at same scale and orientation as the architectural drawings. Areas at a larger scale shall be used as required.

Drawings shall contain the following information:

	Design Development Drawings shall address and incorporate all review comments issued from the previous Schematic Design review. Written responses for the previous phase review comments shall be provided to the County prior to startup of this phase.
	Partial completion of the site plan showing the routing of the proposed and/or existing chilled & condenser water piping, domestic water, sanitary, storm drain, grease waste, chemical waste, fire protection pipe loop, gas, etc.
	Building floor plan showing partial completion of the proposed and/or existing plumbing, chilled & condenser water pipe routing, location of the chiller(s), chilled and condenser water pumps, air handler units in mechanical rooms, cooling tower(s).
	Description of the specialty type ventilation systems for use in such areas as the Flammable Storage Room, Storage Rooms, Locker Rooms, etc.
	Single line diagram of the proposed HVAC ductwork and equipment layout.
	Roof storm drain calculations.
	Building floor plan showing partial completion of the proposed and/or existing plumbing systems including the sanitary, storm drain, grease waste, domestic water, fire protection, gas system, plumbing fixture locations, etc, and the plumbing fixture unit values.
	Florida Energy Efficiency Calculations (FEEC) and heat gain load calculations shall be submitted.
	Details showing modifications of existing building elements.
	Current Estimate of Probable Construction Costs.
	Preliminary specification draft of all applicable subsections edited to be specific to the project.
	All HVAC, plumbing, fire protection disciplines shall have their own series of drawings.

ELECTRICAL – DESIGN DEVELOPMENT

Site Plan indicating the following:

	Include all building on the scope of work and their name designation.
	Title, Scale and North arrow.
	Remodeling and/or renovation projects shall properly indicate existing to remain, existing to be demolished, existing to be renovated and new construction.
	Locate the service entrance for Power, Telephone and Cable TV.
	Locate the television antenna and route feeder into facility.

	Location of manholes and hand holes for site distribution.

Lighting Plans:

	Proposed lighting system layout for all areas fully coordinated with the Architectural Reflected Ceiling Plan and including light switch controls and motion detectors.
	Layout shall include emergency lighting and location of lighting switches.
	Special lighting systems as required by design.

Power Plans:

	Location of duplex convenience outlets.
	Location of emergency disconnects.
	Location of all electrical, communications and generator rooms.
	Location of mechanical equipment.
	Location of television receptacles
	Location of computer receptacles

System Plans:

	Location of television outlets.
	Location of fire alarm annunciation devices (horns, strobe lights).
	Location of fire alarm manual initiating devices.
	Location of smoke detectors.
	Location of heat detectors.
	Location of smoke door holders.
	Location of intercommunication console.
	Location of fire alarm control panel.
	Location of fire alarm annunciation panel.
	Location of telephone board.
	Location of television head-end equipment.
	Cable tray and sleeves.
	Communication data outlets.
	Location of generator remote annunciator.
	Location of EMS and security panels.

Detail Drawings:

	Provide ½" scale of floor plans and wall elevations for all electrical rooms properly identifying all pieces of equipment including existing rooms where new equipment is being added.
	Location of main electrical switchgear.
	Electrical panels.
	Preliminary risers, transformers and disconnects for power and all systems.
	Preliminary Electrical Master Legend of Symbols identifying all symbols, abbreviations, graphic indications, etc used on submittal drawings.

End of Design Development Submittal Checklist

DOCUMENT SUBMITTAL CHECKLIST

SCHEMATIC DESIGN DOCUMENTS

GENERAL

A. All Documents shall be prepared in accordance with governing codes, ordinances, and regulations.

B. All documentation applicable for a given submittal shall be submitted simultaneously. Do not submit partial submittals. Incomplete submittals will be returned as un-reviewed.

C. This submittal checklist form indicates at a minimum the following work has been done and will accompany each submission. This is not meant to be a comprehensive or all-inclusive checklist. The Architect/Engineer of Record is responsible for providing contract documents that meet the industry "standard level of care".

D. The items listed below are the minimum requirements for the submittal for each phase required to do an effective review and represent a certain level of completeness for each phase. This checklist is not a substitute for the Architect's/Engineer's quality control procedures.

E. The Architect/Engineer of Record is responsible for the accuracy and completeness of their contract documents. The Architect/Engineer of Record is responsible to ensure that all disciplines are coordinated at each phase.

PROJECT INFORMATION

The following items shall be submitted in this phase:

	Completed Plan Review and Document Submittal Checklist
	Signed and Sealed Site Survey
	Current estimate of Probable Construction Costs.

PROJECT MANUAL

Shall contain the following information:

	Narratives for all appropriate disciplines in project scope
	Current signed and sealed survey

Cover Sheet including the following:

	Facility Name
	Project Description
	Project Number
	Listing of Consultants
	Mayor, County Manager, County Commissioner(s) & Director(s) Names, Districts and Titles
	Miami-Dade Logo
	Location Map

General Information to appear on the Drawings:

	Index of Drawings
	Abbreviations
	Reference Symbols
	Legend of Materials

CIVIL - SCHEMATIC DESIGN

This submittal shall include: Civil site plan indicating:

	Legal description,
	Acreages (pervious and impervious)
	Status of the plat and approved locations of ingress and egress
	Points of the compass
	Contours and overall dimensions
	Adjacent highways and roads
	Information about ownership and use of adjacent land
	Locations of off-site utility connections
	Parking areas and service areas
	Play areas
	Existing buildings and use
	Location of proposed building and future additions
	Use and anticipated construction phases
	Identify existing and proposed traffic flow
	Site drainage
	Soil percolation tests and reports
	Fire protection, utilities
	Site demolition work if required
	Any special site problems or issues both for on and off site including any required permitting.
	Show existing building finish floor elevations and proposed building finish floor elevations
	Plans for all proposed off site work must be generated in consultation with applicable regulatory authority.
	Show location of Pedestrian access routes and covered walkways with handicap ramps for on-site and off-site work.
	Show location of pedestrian crossing areas for on-site and off-site work.
	A location map with section, township, and range noted.
	A statement as to the required elevation of lowest floor. Proposed floor elevation (minimum of one foot above the base flood elevation as shown on Flood Insurance Rate Maps).

ARCHITECTURAL - SCHEMATIC DESIGN

Architectural Site Plan illustrating:

	Points of the compass
	Scale of Drawing
	All additions, new construction, remodeling and/or renovation areas.
	All site features such as:
	Property lines
	Existing buildings
	Play areas.
	Vehicular parking.
	Bicycle parking.
	Site circulation.
	Indicate covered walkways
	Indicate Distance between buildings.
	Indicate assumed Lot Lines with dimensions from building to lot line.
	Indicate set-backs
	Indicate existing square footage of all buildings that are being remodeled or added to. Include the square footage of the new additions or new buildings.
	Note all existing and proposed building floor elevations. New building floor elevations shall be based on flood criteria. See Civil requirements.
	Calculate the number of parking spaces - existing, required and proposed.
	Provide basic dimensions of buildings.
	Indicate phasing of work (if required)

Life Safety Plan illustrating:

	Provide an overall life safety plan at least 1/16"= 1'-0" if entire building/floor cannot be included on a single drawing.
	List all appropriate codes.
	Provide a Code analysis indicating: 1. Occupancy classification. 2. Proposed construction type. 3. Total square footage – entire building and by floors. Confirm requirements of Chapter 5 and Table 500 Florida Building Code latest edition.
	Number of occupants and square footage for each space.
	Egress routes.

Overall Building Plan(s), Scale: 1/16" = 1'-0" or 1/8" = 1'-0" (required when entire floor will not fit on a single drawing at 1/8" =1'-0" scale.)

Floor Plans and Roof Plan, Scale: 1/8" = 1'-0" minimum, illustrating:

	Basic dimensions of building and important spaces.
	Provide Room names, square footage, design occupancy
	Graphically differentiate new from existing
	Identify work as remodeling or renovation
	Building floor elevations indicated in relation to flood criteria requirements.
	Indicate Scale of drawing

	Provide key plans identifying location and points of the compass.

Exterior Building Elevations, Scale: 1/8" = 1'-0" minimum, illustrating:

	Show all major facades.
	Note proposed materials to be used.
	Indicate basic Vertical dimensions/elevations.
	Indicate Fenestration

Building Sections, Scale: 1/8" – 1'-0" minimum, illustrating:

	Indicate Spatial relationships identifying major spaces.
	Note construction systems to be used for walls, floors, roofs, etc.

STRUCTURAL - SCHEMATIC DESIGN

	Structural Narrative including detailed descriptions of the following systems:
	Exterior walls type and probable thickness
	Interior walls type and probable thickness
	Ground floor slab type (structural or "on-grade")
	Elevated level framing type
	Foundation system
	Descriptions of any structural modifications to existing buildings, or if none so state.
	Proposed boring locations, based on the building size, location and loads and based on paved locations on the site. Show boring locations on the architectural site plan.

MECHANICAL - SCHEMATIC DESIGN

	Provide Narrative description of proposed HVAC and plumbing systems and associated equipment.
	For existing facilities, include an assessment of the impact of new construction to the existing HVAC system and the physical plan.
	Graphical sketch or drawing of the existing and/or new proposed HVAC system and locations.

ELECTRICAL - SCHEMATIC DESIGN

	Provide narrative description of the proposed electrical system.
	Indicate preliminary design load analysis.
	Preliminary Site Plan showing service source(s), Florida Power and Light, AT&T, Cable TV.
	Full description of the proposed telecommunication system.
	Description of the basic types of proposed luminaries for this project.
	Description of the proposed emergency service of power for exit and egress lighting.
	Submit signed acceptance specification letter by both the consultant and Florida Power and Light (FPL) indicating that the consultant has received from FPL the "FPL Transformer Vault Specifications".
	Listing of additional studies, test, etc., if any are needed.
	List all other projects that will affect, or be affected by, this project. Report on any unresolved interface coordination among them.

End of Phase I Submittal Checklist

DOCUMENT SUBMITTAL CHECKLIST

50% - CONSTRUCTION DOCUMENTS

GENERAL

A. All Documents shall be prepared in accordance with governing codes, ordinances, and regulations.

B. All documentation applicable for a given submittal shall be submitted simultaneously. Do not submit partial submittals. Incomplete submittals will be returned as un-reviewed.

C. This submittal checklist form indicates at a minimum the following work has been done and will accompany each submission. This is not meant to be a comprehensive or all-inclusive checklist. The Architect/Engineer of Record is responsible for providing contract documents that meet the industry "standard level of care".

D. The items listed below are the minimum requirements for the submittal for each phase required to do an effective review and represent a certain level of completeness for each phase. This checklist is not a substitute for the Architect's/Engineer's quality control procedures.

E. The Architect/Engineer of Record is responsible for the accuracy and completeness of their contract documents. The Architect/Engineer of Record is responsible to ensure that all disciplines are coordinated at each phase.

F. The Architect/Engineer of Record is responsible to ensure the submittal includes all of the Schematic Design and Design Development requirements in addition to the following requirements.

PROJECT INFORMATION

The following items shall be submitted in this phase:

	Completed Plan Review and Document Submittal Checklist
	Signed and Sealed Site Survey
	Current Estimate of Probable Construction Costs.
	Updated listings for each discipline of any information on deficiencies on the existing site that could not be resolved and which still require resolution as design work proceeds.

PROJECT MANUAL - 50% CONSTRUCTION DOCUMENTS:

Shall contain the following information:

	Written responses to Design Development Comments for all disciplines.
	Florida Energy Efficiency Code Analysis (updated)
	Geotechnical Engineering Report.
	Calculations required for any of the disciplines.
	Specifications containing all applicable sections of Divisions 0-17 through 50% Construction Documents.

Cover Sheet including the following:

	Facility Name
	Project Description
	Project Number
	Listing of Consultants
	Mayor, County Manager, County Commissioner(s) & Director(s) Names, Districts and Titles
	Miami-Dade Logo
	Location Map

General Information to appear on the Drawings:

	Index of drawings
	Abbreviations
	Reference symbols
	Legend of materials
	Signed and sealed current survey

CIVIL - 50% CONSTRUCTION DOCUMENTS

Calculated Site and Engineering Base Plan shall be compatible to site survey and plat locating all improvements indicating the following:

	Indicate various phase limits.
	Indicate road alignments and radii
	Indicate, easements
	Indicate set back requirements
	Indicate marked turn lanes, and direction of traffic circulation
	Indicate adjacent road names
	Indicate side walks
	Indicate covered walkways
	Indicate fences and gates
	Indicate lakes and canals
	Indicate utility poles and boxes
	Indicate all required demolitions

Paving, Grading and Drainage Plan shall include but will not be limited to contain the following:

	Proposed pavement limits, radii and grades for each pavement break point.
	Spot grades for sidewalks and grass areas.
	Finish floor elevations.
	Type and limits of curbing, including location of handicap ramps and pedestrian access points.
	Signage and markings.
	Plans for interval parking circulation and off-site signalization.
	Pavement cross-sections and details.

	Turn lanes and deceleration lanes and any other details required for access into building facility including signalization.
	Location size and elevations of catch basins, drainage culverts, retention areas and canals.
	Cross section, design and control elevations of drainage lakes or canals receiving project discharge.
	Contours, sections, areas and volumes of retention/ detention facilities.
	Roof drainage leaders and method of collection and discharge.
	Additional details as required.
	Storm water retention areas (shall not exceed 18" depth).

Water Distribution and Sanitary Sewer Systems Plan shall include but will not be limited to contain the following:

	Location, size, and type of water lines, services, valves, meters, backflow preventers, fitting, fire hydrants (including existing off site hydrants that will serve the site), sample points, terminal blow offs, fittings, detector check valves, and details.
	Locations type and sizes of gravity sewer lines, laterals and structures. Gravity manholes (spaced at 400 feet max. with a gravity 8" sewer line sloping 0.41% min.) sizes, rim and invert elevations and discharge direction shall be shown. Sewer laterals (6" min.) shall have cleanouts at required distances with min. slope requirements.
	Profile plan of gravity sewer and/or water system showing:
	Rims
	Inverts
	Pipe size
	Pipe length and type
	Pipe slopes
	Structure sizes and numbers
	All utilities and drainage crossing conflicts.
	Any required lift stations and force main location, sizes, types, details and specifications. (Submitted along with shop drawings and design calculations).
	Details of connection to off-site utilities and all easements and reservations.
	Additional details as required.
	Site details, e.g. curbs, parking stalls, paving, drainage, and any other specialized items necessary to clearly express the intent of the project design and scope.

Existing sites shall include the following:

	Site plan and/or site plans for paving, grading drainage, water distribution and sanitary sewer plan.

LANDSCAPING - 50% CONSTRUCTION DOCUMENTS

Landscape Plan:

	Coordinate with the latest architectural plans
	All existing trees that are affected by new construction shall be identified and addressed as to their removal, relocation or salvage.

	Xeriscaping and low maintenance concepts in the layouts.
	Plant list clearly referenced and targeted.
	Details of shrub and tree plantings.
	Selection of plant material.
	Coordinate with Irrigation plan.

Irrigation Plan:

	Identify source of irrigation and locate meters (if required).
	Delineating the scope of the area under the contract.
	Address any connections or alterations to the existing system.
	Legend of Equipment
	Layout for irrigation system
	Details of basic system (include detail of sleeved pipe runs – areas where this occurs are to be identified on the plans).

ARCHITECTURAL - 50% CONSTRUCTION DOCUMENTS

Architectural Site Plan:

	Points of the compass
	Scale of Drawing
	All additions, new construction, remodeling and/or renovation areas.
	All site features such as:
	Property lines
	Existing buildings
	Play areas
	Vehicular parking
	Bicycle parking
	Covered walkways
	Clearly delineate site circulation addressing:
	Vehicular circulation
	Pedestrian circulation
	Bicycle circulation
	Service and emergency traffic
	Indicate ADA accessible routes to buildings and site activities.
	Indicate Distance between buildings
	Indicate assumed Lot Lines with dimensions from building to lot lines.
	Indicate set-backs
	Indicate existing square footage of all buildings that are being remodeled or added to. Include the square footage of the new additions or new buildings.
	Calculation of the number of parking spaces existing, required and proposed - shown on the drawing.
	Provide dimensions of buildings, parking areas, drives, walks, etc.
	Provide basic dimensions of buildings, parking areas, drives, walks, as they relate to each

	other and the site lot lines.
	Indicate floor elevations for new and existing construction, and spot elevations at critical areas as necessary to clarify or express the design intent. Coordinate with Civil Documents.
	Indicate phasing of work (if required). This can be on a separate site plan if required.
	Reference Site Details.

Site Phasing Plan (if required):

	Order of the construction.
	Temporary site barriers to control and separate pedestrian traffic from construction activities.
	Points of the compass
	Scale of Drawing

Site Demolition Plans:

	Points of the compass
	Scale of Drawing
	Identify all building demolition
	Identify all site demolition
	Provide overall dimensions of buildings, parking areas, drives, walks, etc.
	Provide graphic legend if required.
	Provide notes to clarify scope of work.

Architectural Site details as required:

	Flagpole with Foundations.
	Fencing with Foundations.
	Play areas
	Walkway details:
	Covered walkways
	Custom site furnishing
	Custom Paving
	Expansion and control joints
	Any other details pertinent to the site.

Life Safety Plan: Code analysis indicating the following:

	Provide an overall life safety plan at 1/16"= 1'-0" (as well as 1/8" scale drawings) if entire building/floor cannot be included on a single drawing at 1/8" scale.
	List all appropriate codes.
	Provide a Code analysis indicating:
	Occupancy classification
	Proposed construction type
	Note if Sprinklers are provided
	Total square footage:
	1) Allowable Floor Area -entire building and by floors. Confirm area limitations and buildings heights based on Table 500 – Florida Building Code latest edition.

	2) Actual Floor Area – entire building and by floors.
	Room names (in all spaces)
	Room numbers
	Number of occupants and square footage for each space.
	Egress routes.
	Exit calculations: Required and provided means of egress (doors, stairs and corridors).
	Common path of Travel – Indicate maximum allowed and actual distance.
	Diagram Travel Distances to Exits – Indicate Maximum allowed and actual distance
	Indicate required Smoke and Fire rating of walls, floors/ceilings and roof/ceilings – Provide a clear legend. Differentiate between walls rated for Life Safety Compliance and walls rated according to Table 600 Florida Building Code latest edition.
	Indicate Fire/Smoke Compartments if required.
	Show Life Safety Devices:
	Exit signs
	Fire Alarm Pull stations
	Strobe lights
	Strobe Lights/Horn combinations
	Emergency lights
	Heat detectors
	Smoke Detectors/Tamper proof Smoke Detectors
	Magnetic Door Releases
	Fire Extinguishers
	Confirm net 5% light/ ventilation requirement.
	Requirements for ADA accessibility and egress.
	Indicate Areas of Rescue.

Overall Building Plans: (Use 1/16" = 1'-0" when entire floor will not fit on a single drawing at 1/8" =1'-0" scale.)

	Indicate Match lines
	Indicate Building Sections references – whole building and partial sections.
	Indicate overall dimensions
	Indicate column grid.
	Provide Room names
	Indicate Room Numbers
	Indicate Points of the Compass.

Demolition Plans which illustrate:

	Notes on the extent of demolition.
	Graphic identification of items to remain and items to be removed.
	Dimensions at locations where walls are being removed or altered.
	Dimensions and notations at locations where partial walls are being removed or altered.
	Existing room names and room numbers.
	Coordinate with other disciplines.

	Provide Key Plan identifying location and points of the compass
	Indicate Scale

Floor Plans which illustrates:

	All dimensions of building and interior partitions.
	Provide room names and square footage.
	Provide room numbers for each space
	Graphically differentiate new from existing
	Building floor elevations indicated in relation to flood criteria requirements.
	Provide notes dealing with the repair of existing areas as a result of demolition.
	Provide adequate notes to indicate clearly the design intent, and the extent of the work.
	Indicate Wall Types
	Note rainwater leaders
	Indicate structural tie columns
	Indicate column grid.
	Interior elevation targets
	Provide References for enlarged floor plans.
	Provide Door numbers – all doors shall have individual numbers.
	Provide window type identification (on plan or on elevations)
	All built-in cabinetry or equipment shown, noted and referenced.
	Reference building sections
	Reference wall sections
	Define pre-approved alternates if any.
	Indicate Scale of drawing
	Provide key plans identifying location and points of the compass.

Overall Roof Plan:

	Design of roof drainage system
	1) Primary system
	2) Secondary system
	Provide drainage calculations for both primary and secondary systems
	Indicate elevations of roof high points and low points.
	Indicate slope of the roof surface in inches per foot.
	Indicate all roof penetrations and equipment
	Indicate walking pads
	Indicate roof access – hatches and ladders between roofs
	Indicate roofing system specified.
	Expansion joints.
	Reference details, wall sections, Building Sections.
	Show column grid.
	Indicate points of the compass
	Indicate Scale of drawing

Reflected Ceiling Plan which illustrates:

	Indicate ceiling design
	Indicate room names and room numbers.
	Note Types of Ceilings (materials)
	Indicate lighting pattern design and fixture types
	Indicate ceiling heights
	Indicate soffits and changes in elevation
	Locate Mechanical diffusers.
	Locate ceiling mounted Life safety devices.
	Indicate roof/ceiling, floor/ceiling fire rated assemblies reference rating and assembly numbers.
	Light fixture types
	Any dropped soffits or joint conditions between different materials must be detailed.
	Coordinated plans with the electrical, mechanical and plumbing disciplines and Life Safety Plan.
	Provide key plans identifying location and points of the compass.
	Indicate Scale of drawing

Building Elevations which illustrates:

	Show all facades and architectural features.
	Indicate materials to be used.
	Indicate basic Vertical dimensions and elevations of grade, floors, roof and parapets.
	Indicate Fenestration (indicate window type if not shown on plans).
	Indicate Control and expansion joints.
	Note cladding and opening wind load pressures.
	Identify the column grid on the elevations.
	Indicate the scale of drawing

Building Sections:

	Identify spaces in the section with names and room numbers
	Choose building sections that illustrate Spatial relationships.
	Identify systems for walls, roofs, etc.
	Reference wall sections and details.
	Indicate basic Vertical dimensions and elevations of grade, floor, roof parapets.
	Indicate Scale of drawing

Wall Sections:

	Provide Wall sections to cover all system, connections, or specialized design elements.
	Note clear floor/ceiling and floor/floor clear elevations.
	Note elevations of new and existing areas.
	Indicate elevations of floors, grade, roof, parapets, sills and window heads, etc.
	Note materials
	Reference details
	Indicate column lines

	Indicate rated assemblies – floor/ceiling, roof/ceiling.
	Provide space names and room numbers.
	Indicate Scale of drawing

Enlarged floor plan including the following:

	Enlarged floor plans of toilet rooms. (Note all ADA requirements, ADA floor clearances, and all accessories).
	Stairs
	Elevators
	Office Areas – indicate fixed furniture and equipment.
	Specialized spaces – indicate all equipment, fixed and built in furniture.
	Provide legends that identify furniture and equipment and clearly note items that are 'in contract' and 'not in contract'.
	Confirm clearances around equipment where relevant – either safety zones or passage clearances.
	Reference sections, details and elevations.
	Indicate room/space names and room numbers.
	Indicate drawing scale

Interior elevations to include the following:

	Office Areas and Corridors as required.
	Specialty rooms.
	Toilet rooms
	Targets referencing cabinetry - sections and details.
	Indicate dimensions and heights.
	Notes indicating type of equipment (legend).
	Notes indicating material, etc.
	Include any wall patterns and graphics designs.
	Include mounting heights of accessories, equipment and visual aids.
	Identify all spaces with room name and room number
	Indicate drawing scale

Schedules:

	Door schedule – every door accounted for on the schedule. All elevations provided. Details referenced. Most of the information in the schedule completed
	Finish schedule – each space listed and most information completed.
	Window schedule – All windows accounted for on the schedule with details referenced. All window elevations provided. Basic details provided.

Details of the following should be provided:

	All Wall and partition types. Include all ratings and assemblies. Detail Head and Base conditions at rated walls with UL Assembly references.
	Door jamb, head and sill conditions.
	Window head, sill and jamb conditions, with anchorage methods shown.
	Interior or exterior expansion control connections.

	Roof details: flashing, coping, roof curbs.
	Fire Penetration details.
	Any other specialized items necessary to clearly express the intent of the project design.
	Plans for floor patterns. Indicate layout with dimensions and colors.
	Indicate scale.

Signage to include the following:

	Construction sign.
	Building space names and room numbers.
	ADA signage
	Emergency exiting.
	Equipment safety signs.
	Exterior marquee, monument sign(s) and building identification.

STRUCTURAL - 50% CONSTRUCTION DOCUMENTS

Building plans shall be drawn at same scale and orientation as the architectural drawings. Provide a "north" arrow. Areas at a larger scale shall be used as required.

General:

	Coordination with other disciplines shall be evident.
	Drawings shall be complete. Framing, sections, notes, details, etc shall be clearly shown on the drawings. This package shall include any information pertinent to constructing anything on the project within the project scope of work. The drawings shall be complete so that they can be completely and properly reviewed, inspected, detailed by fabricators, and constructed.

Foundation Plans:

	All foundations shall be shown.
	All columns and walls shall be shown.
	All grade beams, pilecaps, and piles shall be shown.
	All structural ground floor slabs shall be shown.
	Required Structural joints or control joints in walls shall be shown.
	Retaining walls shall be shown.
	Slabs on grade shall be shown and joint patterns shall be identified.
	Slab slopes shall be shown.
	Slab recesses shall be shown
	Non-bearing masonry walls shall be shown.
	Stairs and elevators shall be shown
	Foundations, foundation stops, and major first floor vertical components for major miscellaneous structures such as architectural monuments, freestanding stair towers, etc shall be shown.
	FPL transformer vault design conforms to FPL requirements for wall type/thickness and roof type/thickness/strength.

	Any special sequencing required by the Contractor shall be shown.
	Appropriate section and detail annotations.
	Provide details of delayed pour strips and base support with tilt wall construction.

Elevated Floor and Roof Plans shall indicate the following:

	All structural walls, slabs, decking columns, beams and other framing elements shall be shown.
	Direction & type of framing of roofs and floors, elevations of members, special conditions, etc
	Items that are to be engineered by a Delegated Specialty Engineer shall be clearly identified on the drawings.
	Concrete/masonry beams shall be numbered and cross-referenced with the schedule. Avoid using the same beam designation for different buildings. A prefix is preferred.
	Steel beams size, grade (if different than what was typically specified), studs required, and end reactions.
	All non-bearing masonry walls shall be shown. Design dead loads due to these walls shall be identified on the drawings for the use of the Specialty Engineer.
	Required Structural joints or control joints in walls or slabs shall be shown.
	Stairs and elevators shall be shown along with all applicable framing
	Openings in roofs and floors shall be properly framed.
	Slab slopes shall be shown.
	Slab recesses shall be shown
	Steel deck attachment diagrams.
	Plans shall identify whether columns stop or continue at a given level. Terminations between levels shall be clearly noted on the plan or in the schedule.
	Any special sequencing required by the Contractor shall be shown.
	Appropriate section and detail annotations.
	Identify shear walls.
	Indicate on roof plan and or elevations wind design pressures for uplift and openings.
	Provide schedule of abbreviations, material legends, and schedule of symbols.

Demolition plans (if applicable) shall include the following:

	Notes on the extent of demolition.
	Graphic identification of items to remain and items to be removed.
	Dimensions at locations where floors/slabs, walls or other structural elements are being removed or altered.
	Dimensions and notations at locations where partial walls are being removed or altered.
	Appropriate section and detail annotations.
	Coordinate with other disciplines.
	Indicate Scale

Schedules and Notes:

	Beam Schedule shall include member identification mark, size and elevation (concrete and steel beams).
	Soffit beams schedule shall include required design shears, torsion, and maximum positive moment in addition to member identification mark, size, and elevation.

	Provide a shear friction schedule and soffit beam diagram when using soffit beams.
	Concrete Column Schedule shall include member size, vertical reinforcing and tie spacing.
	Steel Column Schedule shall include member size, grade (if different from what is specified in the notes), cap plate size/anchorage and base plate size/anchorage.
	Foundation schedule shall include size and reinforcing
	Provide wall schedules for masonry and concrete walls including vertical and horizontal reinforcing.
	Lintel Schedule
	Structural Notes shall contain at a minimum but not limited to:
	General notes and basic requirements.
	Material specific notes (concrete, masonry, steel, etc) giving the required properties for each of the materials and components used on the job.
	Design loads for dead, live and wind shall be identified. Design gravity loads for building areas should be clearly identified for areas of intended use.
	Notes for wind shall clearly identify the Base wind velocity used, exposure, internal pressures, Kd, and Importance Factor
	Code and year of adoption for the design basis (ACI, ASCE 7, FBC, etc)
	Provide schedule of abbreviations, material legends, and schedule of symbols.

Section and Detail Drawings:

	Provide major wall sections for common conditions.
	Provide major floor/roof sections for common conditions.
	Provide sections/details for areas with special bearing conditions.
	Provide special details at interface between new and existing work.
	Canopies, walkways, major architectural features, monumental stairs, shelters, etc shall be shown in concept. Materials, heights, spacing of framing members, design wind pressures, etc.
	Sections/details for typical conditions shall be more refined.
	Provide special details in demolition projects showing creating/closing openings, strengthening of members/components,
	Section marks and match lines shall be properly coordinated and cross-referenced on the plans.
	Provide a key plan
	Calculations shall be submitted (if requested) for the work in this phase and be inserted in the Project Manual.
	Roof mounted equipment or any other equipment exposed to the atmosphere shall be designed for applicable wind forces. Required screening and anchorage shall be detailed. This information MAY appear on the architectural, MEP, or structural drawings, but MUST be shown in the documents. Protection cannot interfere with normal operation of the device during normal or emergency service.
	Details for housekeeping pad requirements must be provided and coordinated with architectural/mechanical drawings.

MECHANICAL - 50% CONSTRUCTION DOCUMENTS

Building plans shall be drawn at same scale and orientation as the architectural drawings. Areas at a larger scale shall be used as required.

Drawings shall contain the following information:

	50% Construction Documents shall address and incorporate all review comments issued from the previous Design Development review. Written responses for the previous phase review comments shall be provided to the County prior to startup of this phase.
	Coordination of all mechanical and plumbing systems with other disciplines shall be evident.
	Completed site plan showing the routing of the proposed and/or existing HVAC chilled & condenser water piping, domestic water, sanitary, storm drain, grease waste, fire protection pipe loop, gas, etc.
	Substantial completion of the building floor plan showing the routing of the proposed and/or existing plumbing and HVAC chilled & condenser water piping including air handler units in mechanical rooms, VAV boxes, ductwork. Air handler GPM requirement shall be provided for each air handler unit.
	Substantially completed 3/8" scale sections/details of the mechanical rooms and chiller room/cooling tower yard showing the air handler, ductwork, chiller, cooling tower layout, piping, coil pull areas.
	Substantially completed mechanical equipment and plumbing schedules for the chillers, cooling towers, VAV boxes, plumbing fixtures, kitchen equipment, etc. including the chiller IPLV, DX equipment EER, etc.
	Substantially completed HVAC controls schematics and plumbing system isometrics.
	Substantially completed ¼" scale floor plan of kitchen showing equipment, floor drains, trough drains, grease waste system, sanitary waste system, cold and hot water routing.
	Substantially completed plan of kitchen ventilation system showing hood construction and type, hood exhaust and air makeup system, hood fire protection system, kitchen room exhausts system for odors, etc.
	Mechanical equipment schedule shall include operational weights in addition to any mechanical requirements. This is to ensure proper allowance for equipment weight in the structural design.
	Roof mounted mechanical equipment shall be designed for applicable wind forces. Required screening and anchorage shall be detailed. This information may appear on the architectural, MEP or structural drawings. Note protection cannot interfere with normal operation of the mechanical equipment during normal or emergency service.
	Substantially complete plans of the proposed HVAC ductwork in double line and equipment layout including sections and details to depict the design concept.
	Substantially completed plan of the proposed fire sprinkler layout.
	Applicable installation details.
	General legend and list of abbreviations used.
	Mechanical notes shall be substantially complete.
	Substantially completed specifications of all applicable subsections edited to be specific to the project.

ELECTRICAL - 50% CONSTRUCTION DOCUMENTS

Site Plan:

	All buildings on the site with proper designation and scope of work for each, scale and north arrow.
	Parking lot lighting poles location of type, computer calculations of the foot-candles obtained including computer program used.
	Final location of manholes, hand holes, pull boxes, etc.
	Underground distributing systems layout (normal power, emergency power, fire alarm, intercommunication, data, television, telephone, security, control, spares.
	Service of power, communication and TV, location and route of service entrance.
	Location of Florida Power and Light transformer vault, electric meter and main disconnect switch.
	Provide layout of covered walkway including lighting calculations.
	Location of TV antenna.

Lighting Plans:

	All lighting layouts including, luminaries' identification, switching and motion sensors.
	Layout shall include emergency lighting.
	A foot-candle calculation for all typical rooms. Also include the name of the computer program used.

Power Plans:

	Location of duplex convenience outlets.
	Emergency shut off devices.
	Special outlets.
	Television outlets.

System Plans:

	Television outlets.
	Cable tray and sleeves.
	Speaker enclosures.
	Fire alarm manual initiating devices.
	Smoke detectors.
	Heat detectors.
	Strobe lights.
	Strobe light/horn combination devices.
	Magnetic door releases.
	Communication/data outlets.
	Location of intercommunication and data/telephone consoles.
	Location of fire alarm control panel.
	Location of fire alarm annunciation panel.
	Location of generator remote annunciator.
	Location of telephone board.
	Location of EMS and security panels.

Detail Drawings:

	Main electrical switchboard.

	Updated ½" scale floor plans and wall elevations for all electrical rooms properly identifying all pieces of equipment including existing rooms where new equipment is being added.
	Main system risers for normal power, emergency power, telephone, fire alarm, intercommunication, data, television, security and energy management.
	Panel schedules may not be closed but circuitry must be included. Panel schedules must include spare breakers as required, panel and identification, brand name, type, mounting, main log, main breakers, amperage, capacity, voltage characteristics and AIC ratings. All demand factors shall be indicated on the drawings.
	Luminaries schedule including description, manufacturer catalog number, voltage, lamps, lenses, mounting heights.
	Applicable installation details.
	General legend.
	List of abbreviations.
	Voltage drop computation for all main feeders.
	Load analysis on existing renovation projects to determine that the new load can be added to the existing switchgear and generator.
	Generator load analysis.
	Short circuit analysis and coordination study.
	Indicate surge protector for main switchboard and electrical panels.
	Layout of telecommunications rooms, identifying all pieces of equipment.
	Lightning protection drawings and details.
	Specifications containing all applicable sections of Division 16 & 17 tailored to the project.

End of 50% Construction Document Submittal Checklist

SCHEDULE OF VALUES - BOILER PLATE / STANDARD FORM

BUILDING

A	B	C	D	E	F	G		H	I	
			WORK COMPLETED						RETAINAGE	
ITEM NO. DIV NO. DETAIL NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETE AND STORED TO DATE (G+C).	BALANCE TO FINISH (C-G)	%	AMOUNT
Foundations										
01 - 02 - 01	Earthwork									
01 - 02 - 02	Piling									
01 - 03 - 01	Pile Caps/Grade Beams									
01 - 03 - 02	Footings									
	SUB TOTAL:									
Substructure										
02 - 02 - 01	Fill									
02 - 03 - 01	Elev/Escal Pits									
02 - 03 - 02	Slab on Grade									
02 - 07 - 01	Dampproofing									
02 - 07 - 02	Waterproofing									
	SUB TOTAL:									
Superstructure										
03 - 03 - 01	R/Conc Struct (& Dewatering)									
03 - 05 - 01	Struct Stl Struct									
03 - 05 - 02	Steel Deck									
03 - 03 - 02	Conc Fill									
	SUB TOTAL:									
Exterior Façade										
04 - 03 - 01	Arch'l Precast									
04 - 04 - 01	CMU back-Up									
04 - 04 - 02	Brick									
04 - 05 - 01	Structural Steel girts									
04 - 05 - 02	Ornamental Metals									
04 - 05 - 03	Metal Fabrications									
04 - 05 - 04	Ext Handrails/Railings									
04 - 05 - 05	Expansion Joint Covers									
04 - 06 - 01	Rough Carpentry (parapets)									
04 - 06 - 02	Fiberglass Elements									
04 - 07 - 01	Metal Panels									
04 - 07 - 02	Ext Insulation									
04 - 07 - 03	Fire Protection (Str Steel)									
04 - 07 - 04	Ext Waterproofing (wls)									
04 - 07 - 05	Ext Caulking/Sealing									
04 - 08 - 01	Ext Gls Curtainwall									
04 - 08 - 02	Ext Gls Windows/Doors									
04 - 08 - 03	Ext Doors (hm/coiling)									
04 - 09 - 01	Metal Stud back-up									
04 - 09 - 02	Ext Stucco/EIFS									
04 - 09 - 03	Ext Painting/Hi Perf Coatinge									
04 - 10 - 01	Ext Metal Louvers									
04 - 11 - 02	Dock Bumpers/Levelers									
	SUB TOTAL:									
Roofing										
05 - 02 - 01	Roof Pavers + Pedestals									
05 - 07 - 01	Roof Insulation									
05 - 07 - 02	Roof Coverings									
05 - 07 - 03	Flashings/Copings etc									
05 - 07 - 04	Walkway Pads									

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EXHIBIT "D"

SCHEDULE OF VALUES - BOILER PLATE / STANDARD FORM

BUILDING

A	B	C	D	E	F	G		H	I	
			WORK COMPLETED						RETAINAGE	
ITEM NO. DIV NO. DETAIL NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETE AND STORED TO DATE (G+C).	BALANCE TO FINISH (C-G)	%	AMOUNT
05 - 08 - 01	Skylights									
05 - 10 - 01	Roof Hatches									
05 - 11 - 01	Window Washing Equip									
	SUB TOTAL:									
Interiors										
06 - 03 - 01	R/Conc Stairs									
06 - 03 - 02	Conc Fill in Mtl Stairs									
06 - 04 - 01	CMU Partitions									
06 - 05 - 01	Archl Exposed Struct Stl									
06 - 05 - 02	Misc Metal Framing									
06 - 05 - 03	Metal Stairs (BoH Service)									
06 - 05 - 04	Metal Stairs (Monumental)									
06 - 05 - 05	Metal Handrails/Railings									
06 - 05 - 06	Gratings/Floor Plates									
06 - 05 - 07	Expansion Joint Covers									
06 - 06 - 01	Rough Carpentry									
06 - 06 - 02	Custom Cabinets									
06 - 06 - 03	Countertops									
06 - 06 - 04	Special Casework (courtrooms)									
06 - 06 - 05	Wood Paneling (courtrooms)									
06 - 06 - 06	Wood Paneling (other)									
06 - 06 - 07	Custom Millwork (courtrooms)									
06 - 06 - 08	Custom Millwork (other)									
06 - 06 - 09	Composite Paneling									
06 - 06 - 10	Plastic/Gls Fiber /Resin Assemblies									
06 - 07 - 01	Dampproofing/Waterproofing									
06 - 07 - 02	Traffic Coatings									
06 - 07 - 03	Board/Batt Insulation									
06 - 07 - 04	Metal Panels									
06 - 07 - 05	Fire Stopping									
06 - 07 - 06	Int Caulking & Sealing									
06 - 08 - 01	Int Doors (hm/wd + h/ware) & Vault Door									
06 - 08 - 02	Int Gls Doors									
06 - 08 - 03	Int Gls Curtainwall									
06 - 08 - 04	Int Gls Storefrnt/Opgs/Sidelites									
06 - 08 - 05	Detention Doors/Gls									
06 - 08 - 06	Pass-Thru Windows									
06 - 09 - 01	Int Partitions (gwb + studs)									
06 - 09 - 02	Int Partitions (plastr/lath + studs)									
06 - 09 - 03	Ceramic Tile Flooring									
06 - 09 - 04	Epoxy Terrazzo Flooring									
06 - 09 - 05	Precast Terrazzo Elements									
06 - 09 - 06	Wood Flooring									
06 - 09 - 07	Resilient Flooring									
06 - 09 - 08	Fluid Applied Flooring									
06 - 09 - 09	Conc Floor Sealer									
06 - 09 - 10	Carpet & Carpet Tile									
06 - 09 - 11	Acoustical Wall Panels									
06 - 09 - 12	Susp GWB Ceilings									
06 - 09 - 13	Susp Acoustic Ceilings									
06 - 09 - 14	Susp Metal Ceilings									
06 - 09 - 15	Int Painting (wls/drs/clgs etc)									

SCHEDULE OF VALUES - BOILER PLATE / STANDARD FORM

BUILDING

A	B	C	D	E	F	G		H	I	
			WORK COMPLETED						RETAINAGE	
ITEM NO. DIV NO. DETAIL NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETE AND STORED TO DATE (G+C).	BALANCE TO FINISH (C-G)	%	AMOUNT
06 - 09 - 16	Int Painting (hi perf coatings)									
06 - 10 - 01	Restroom Cubicles									
06 - 10 - 02	Restroom Accessories									
06 - 10 - 03	Lockers									
06 - 10 - 04	Shelving									
06 - 10 - 05	Fire Extinguishers & Cabs									
06 - 10 - 06	Operable Partitions									
06 - 10 - 07	Identification Devices									
06 - 10 - 08	Int Signage & Graphics									
06 - 11 - 01	Projection Screens									
06 - 11 - 02	Food Service Equipment									
06 - 12 - 01	Metal Casework									
06 - 12 - 02	Pedimats									
06 - 12 - 03	Window Shades									
06 - 12 - 04	Drapes									
06 - 12 - 05	FF&E (Fxd Audience Seat,Parking Controls)									
	SUB TOTAL:									
Conveying Systems										
07 - 14 - 01	Elevators (elec traction)									
07 - 14 - 02	Elevators (hydraulic)									
07 - 14 - 04	Lifts									
	SUB TOTAL:									
Mech (Plumbing)										
08.1 - 15 - 01	San Fixtures - furnished									
08.1 - 15 - 02	San Fixtures - installation									
08.1 - 15 - 03	Piping (dom wtr/waste/vent)									
08.1 - 15 - 04	Piping (rainwater/rf drains)									
08.1 - 15 - 05	Special Sys. (fuel tanks/pipes)									
08.1 - 15 - 06	Plumbing Gen Requiremnts									
	SUB TOTAL:									
Mech (hvac)										
08.2 - 15 - 01	Chillers/Cg Twrs/Pumps etc									
08.2 - 15 - 02	AHUs									
08.2 - 15 - 03	CHW/HW Piping									
08.2 - 15 - 04	Ductwork									
08.2 - 15 - 05	VAV Boxes									
08.2 - 15 - 06	Grilles Diffusers									
08.2 - 15 - 07	Insulation (ductwork)									
08.2 - 15 - 08	Insulation (piping)									
08.2 - 15 - 09	Hydronic Piping (site conn to loop)									
08.2 - 15 - 10	Test and Balance									
08.2 - 15 - 11	Controls									
08.2 - 15 - 12	HVAC Gen Requiremnts									
	SUB TOTAL:									
Mech (fire protection)										
08.3 - 15 - 01	Fire Pump									
08.3 - 15 - 02	Pump Room Piping									
08.3 - 15 - 03	Sprinkler System									
08.3 - 15 - 04	Standpipe System									
08.3 - 15 - 05	Test/Commission									

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SCHEDULE OF VALUES - BOILER PLATE / STANDARD FORM

BUILDING

A	B	C	D	E	F	G		H	I	
			WORK COMPLETED						RETAINAGE	
ITEM NO. DIV NO. DETAIL NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETE AND STORED TO DATE (G÷C).	BALANCE TO FINISH (C-G)	%	AMOUNT
08.3 - 15 - 06	FP Gen Requiremnts									
	SUB TOTAL:									
Electrical										
09.1 - 16 - 01	Main Service									
09.1 - 16 - 02	Main Switchgear & Panels									
09.1 - 16 - 03	Emergency Generators & ATS									
09.1 - 16 - 04	2ndry Power Distribution									
09.1 - 16 - 05	Lighting Fixtures (furnished)									
09.1 - 16 - 06	Lighting Fixtures (installed)									
09.1 - 16 - 07	UPS									
09.1 - 16 - 08	AV & IT rough-in									
09.1 - 16 - 09	Special Elec - F/Alarm									
09.1 - 16 - 10	Special Elec - Lightning Protectn									
09.1 - 16 - 11	Special Elec - SACS									
09.1 - 16 - 12	Special Elec - Other									
09.1 - 16 - 13	Test/Commission									
09.1 - 15 - 01	Elec Gen Requiremnts									
	SUB TOTAL:									

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ASD LIBERTY CITY FACILITY - EXECUTIVE PROJECT COSTS SUMMARY

		ESTIMATED COSTS
SOFT COSTS		
DUE DILIGENCE RELATED FEES	$	75,000.00
ARCHITECT OF RECORD PROFESSIONAL FEES	$	224,000.00
PLANS REVIEW / PERMITTING FEES	$	10,000.00
GENERAL CONTRACTOR ADVERTISMENT RELATED FEES	$	5,000.00
LEED CONSULTANT FEES	$	69,500.00
LEED RELATED FEES	$	3,000.00
ACOUSTIC CONSULTANT FEES	$	5,000.00
IT PROFESSIONAL CONSULTANT /MANAGEMENT RELATED FEES	$	-
APP CONSULTANT FEES & MAINTENANCE (1.5%)	$	50,490.00
TEMPORARY CERTIFICATE OF OCCUPANCY PERMIT FEE	$	500.00
CERTIFICATE OF OCCUPANCY PERMIT FEE	$	500.00
CERTIFICATE OF USE PERMIT FEE	$	500.00
WATER DEPT / MDOT RELATED FEES	$	100,000.00
SECURITY FEES	$	100,000.00
HARD COSTS		
CONTAMINATION / REMEDIATION FEES	$	50,000.00
DEMOLITION FEES	$	-
DISPOSAL OF TRASH RELATED FEES	$	7,000.00
GENERAL CONTRACTOR / ALL CONSTRUCTION	$	2,100,000.00
IT HARDWARE AND SOFTWARE RELATED FEES	$	300,000.00
APP ACTUAL ARTWORK	INCL. ABOVE	
FURNITURE COSTS	$	50,000.00
EQUIPMENT COSTS	$	150,000.00
CONSTRUCTION TRAILER	$	100,000.00
10% CONTINGENCY	$	34,165.00
GRAND TOTAL PROJECT COST	**$**	**3,434,655.00**

NOTE - THE TOTAL PROJECT COST WILL BE DIVIDED - 50% BY THE COUNTY, AND 50% BY ASPCA
NOTE - COUNTY FUNDS WILL BE NOT BE USED FOR A/E FEES

EXHIBIT "E"

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SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT

☐ MEASURE ☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

A								
REPORTING PERIOD		CONTRACT NAME				CONTRACT NO.		
FROM:		PROJECT LOCATION				START DATE		
TO:		USER DEPARTMENT						
SEE A&E MEASURE		DEPT. PROJ. MGR/CONTACT PERSON		PHONE		FACSIMILE		
SEE G&S MEASURE			CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT		ADDITIONAL SERVICES AMOUNT	
			DATE	AGREEMENT AMOUNT				
NAME OF PRIME CONSULTANT								
ADDRESS				SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED		
TELEPHONE		FACSIMILE		EMAIL		PROJECT MANAGER (PRIME CONSULTANT)		
AMOUNT REQUISITIONED THIS PERIOD	$	DATE REQUISITIONED			DID LAST PMT EQUAL REQUISITION AMOUNT?	YES ☐		
TOTAL AMOUNT REQUISITIONED TO DATE	$					NO ☐		
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$	DATE OF LAST PMT BY MDC			IF NO PLEASE EXPLAIN			
TOTAL AMOUNT PAID BY MDC	$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?		YES ☐				
				NO ☐				

B SUBCONSULTANT(s) DATA

NAME OF FIRMS	GOAL % (IF APPLICABLE)	MAKE-UP	DESCRIPTION OF WORK	SIGNED AGREEMENT ✓	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE
				TOTALS:								

AUTHORIZED SIGNATURE OF PRIME CONSULTANT DATE PRINT NAME TITLE DATE

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EXHIBIT "F"

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT - FINAL ONLY

PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT *	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

Sworn before me:

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____ This _____ day of _____, 20___

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to SBD.

AUTHORIZED SIGNATURE OF PROJ. MGR./CONTACT PERSON _____ PRINT NAME _____ DATE _____

M300 C

Revised: October 14, 2014

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Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Measure: Mark if applicable

Monthly Report (PARTS 1A & 1B): Mark if applicable

Final Report (PARTS 1A, 2 & 3): Mark if applicable (Final MUR should be submitted upon the completion and final payment of project)

PART 1A

Reporting Period: The period for which the MUR payment information is being submitted. The MUR is due on the 10th of every month; as a result, the reporting period will be for the prior month.

Contract Name: The assigned project name as it is identified in the contract documents

Contract NO.: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Start Date: Date of work commencement

User Department: e.g. GSA, Parks, etc.

SBE A&E Measure: List the Small Business Enterprise Architectural & Engineering Program goal percentage.

SBE G&S Measure: List the Small Business Enterprise Goods and Services Program goal percentage.

DEPT. PROJ. MGR/CONTACT PERSON: Contracting Department project manager or contact person name.

Phone: Contracting Department Project Manager or contact person telephone number

Facsimile: Contracting Department Project Manager or contact person fax number

Prime Consultant: Name of Prime Consultant (Awardee), address and telephone, fax, email and project manager name

Contract Award: Date of Contract Award and Agreement Amount

Change Order Modification Amount: The total amount of all approved change orders thru the listed reporting period.

Additional Services Amount: Any dollar amount added for additional services

Scheduled Completion Date: The anticipated date the contract will be completed

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Percentage of Contract Completed: The proportion of work that has been completed for this project stated as a percentage

Amount Requisitioned this Period: The dollar amount billed/requisitioned to MDC for work performed during the listed reporting period

Date Requisitioned: The date the requisitioned amount was submitted to MDC

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full, check "YES"; if requisition amount was not paid in full check, "NO" and explain reasons for payment difference in space provided

Total Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check "YES" if payment by MDC was made within 14 days of prime's requisition; Check "NO" if payment by MDC was not made within 14 days for any undisputed portion of the prime consultant requisition?

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period

PART 1B

Name of Sub-consultant: The legal name of all subconsultant(s) participating on the project

Goal % (If Applicable): The goal percentage that is being fulfilled by any SBE-A&E sub consultant. If the percentage is different from the percentage listed on the Letter of Agreement (LOA) submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

SBE-A&E Make-up: Check if listed firm is meeting a SBE-A&E make up.

Description of Work: A brief description of the scope of work to be performed by the subconsultant(s). If the scope of work is different from the scope of work listed on the LOA submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

Signed Agreement: Check if Prime has an executed agreement with listed SBE-A&E sub consultant.

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Agreement Amount: The dollar value of the executed agreement between the prime consultant and the subconsultant. For CBE subconsultants meeting a goal, the agreement must agree with the LOA submitted at time of bid or any SBD approved deviation. If not, a new LOA must be submitted to SBD for review and approval.

Amount SUB Requisitioned this Period: The actual dollar amount requisitioned by the subconsultant during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by subconsultant for payment during the reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the subconsultant from project inception thru the listed reporting period.

Last Payment Amount: The last dollar amount paid to the subconsultant(s) for the reporting period.

Last Payment Date: The date of last payment of subconsultant(s) during the reporting period.

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subconsultant(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subconsultant(s) was not made within 2 days of MDC payment to prime.

AMT Paid to Date: The total amount paid to the listed subconsultants(s) from project inception thru the listed reporting period

Totals: The total of each column where applicable

Authorized Signature of Prime Consultant: Signature of the person completed the firm

Print Name: Print name

Title: Title

Date: Date form completed

PART 2

Name of Sub Consultant: The legal name of all subconsultant(s) participating on the project.

Authorized Signature of Sub consultant: The legal name of all subconsultant(s) participating on the project.

Total Agreement Amount: The dollar value of the executed agreement between the prime consultant and subconsultant including amendments.

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Final SUB Requisition Amount: Actual dollar amount of final requisitioned to the prime consultant

Total Paid to Date to Sub consultant: The total amount paid by the Prime Consultant to the subconsultant.

Total Sub Requisitioned to Date: Total amount requisitioned by the subconsultant to date.

Prompt Payment Issues: "Y" if your firm has a prompt payment issue and "N" if the SBE-A&E sub consultant does not have prompt payment issue

Date of Work Completion: Date the SBE-A&E subconsultant completed the work

Goal % (If Applicable): The goal percentage that is being fulfilled by the SBE-A&E subconsultant. If the percentage is different from the percentage listed on LOA or any SBD approved deviation, a new LOA must be submitted to SBD for review and approval.

PART 3

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime consultant

Sworn before me: Notary Information

COUNTY USE

Authorized Signature of PROJ.MGR/Contract Person: Signature of the contracting department project manager or contact person.

Print Name: Print the name of the contracting department project manager or contact person.

DATE: Title

7.4 GSA Pen Weights

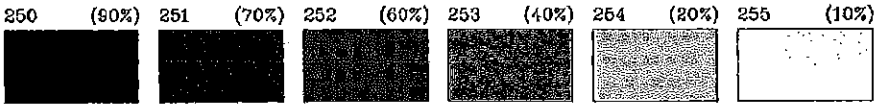
Users shall reference the following Pen assignments in order to determine which color to assign to Layers.

PEN ASSIGNMENTS FOR GSA PLOT STYLE

PRIME COLOR	ALTERNATE COLORS	LINEWEIGHT
9	(ALL COLORS ENDING IN 7 FOR RANGE 17 THRU 247)	(0.0005)
8	(ALL COLORS ENDING IN 6 FOR RANGE 16 THRU 246)	(0.0015)
YELLOW	(ALL COLORS ENDING IN 0 FOR RANGE 10 THRU 240)	(0.0050)
MAGENTA	(ALL COLORS ENDING IN 1 FOR RANGE 11 THRU 241)	(0.0075)
CYAN	(ALL COLORS ENDING IN 2 FOR RANGE 12 THRU 242)	(0.0100)
BLUE	(ALL COLORS ENDING IN 3 FOR RANGE 13 THRU 243)	(0.0150)
GREEN	(ALL COLORS ENDING IN 4 FOR RANGE 14 THRU 244)	(0.0200)
RED	(ALL COLORS ENDING IN 5 FOR RANGE 15 THRU 245)	(0.0250)
WHITE	(ALL COLORS ENDING IN 9 FOR RANGE 19 THRU 249)	(0.0300)
–	(ALL COLORS ENDING IN 8 FOR RANGE 18 THRU 248)	(0.0400)

SCREENING FOR HATCH PATTERNS

250 (90%) 251 (70%) 252 (60%) 253 (40%) 254 (20%) 255 (10%)



PROJECT PHASE: OFFICE 100%	DRAWING TITLE:	GENERAL SERVICES ADMINISTRATION
ISSUE DATE: 01/23/2007	GSA	DESIGN AND CONSTRUCTION SERVICES DIVISION
DRAWN BY: A.M. / APPROVED BY: J.G.	PLOT STYLES	111 N.W. 1 Street, Suite 2420
WORK ORDER NUMBER: W00000		Miami-Dade, Florida, 33128
SHEET NO.		(305) 375-4400
A-0001		MIAMI-DADE COUNTY
SHEET 1 OF 1	GSA	Delivering Excellence Every Day

PROJECT TITLE/NAME

PROJECT LOCATION

PROJECT ADDRESS

MIAMI-DADE COUNTY

Carlos A. Gimenez
Mayor

BOARD OF COUNTY COMMISSIONERS

Jean Monestime
Chairman

Esteban Bovo Jr.
Vice Chairman

Barbara J. Jordan
District 1

Jean Monestime
District 2

Audrey M. Edmonson
District 3

Sally A. Heyman
District 4

Bruno A. Barreiro
District 5

Rebeca Sosa
District 6

Xavier L. Suarez
District 7

Daniella Levine Cava
District 8

Dennis C. Moss
District 9

Senator Javier D. Souto
District 10

Juan C. Zapata
District 11

José "Pepe" Diaz
District 12

Esteban L. Bovo, Jr.
District 13

Harvey Ruvin
Clerk of Courts

Robert A. Cuevas, Jr.
County Attorney

Project Managed By:

Internal Services Department
Design And Construction Services Division

111 N.W. First Street, Suite 2420
Miami-Dade, Florida, 33128-1809
(305) 375-2363

Tara C. Smith
Director

Asael "Aco" Marrero, AIA
Division Director

APPROVED ☐
APPROVED AS NOTED ☐
NOT APPROVED ☐

SHEET TITLE

1 AGENCY APPROVAL

G0.01

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FIRM
LOGO

PROJECT
TITLE

PROJECT
DESCRIPTION

EXHIBIT "H"

Letter of Agreement (LOA)

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

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

From: _____

Name of Prime Proposer / Design-Builder

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

*Name of Proposed SBE-A/E Firm _____

Name of Certified SBE-A/E *Prime/Sub (SBE-A/E meeting the goal)	SBE-A/E Certification Number	SBE-A/E Certification Expiration Date	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

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

Proposer's / Design Builder Signature _____ Proposer's / Design-Builder's Name/Title (Print) _____ (Date) _____

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead A/E Firm Signature _____ Lead A/E Firm Name/Title (Print) _____ (Date) _____

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

ACKNOWLEDGMENT BY THE PROPOSED SBE – ARCHITECTURAL & ENGINEERING FIRM

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

SBE-A/E Subconsultant Signature _____ Date _____

SBE-A/E Subconsultant Name (Print) _____ Title _____

Name of SBE-A/E Firm _____

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

SBD's Website: http://www.miamidade.gov/smallbusiness/

SCHEDULE OF INTENT AFFIDAVIT (SOI)
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor_____ Contact Person_____

Address_____ Phone_____ Fax_____ Email_____

Project Name_____ Project Number_____

SBE-Const Contract Measure_____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
			Prime Contractor Total Percentage:		

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

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
			Subcontractor Total Percentage:			

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

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

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

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

- [ ] Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- [ ] Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- [ ] Check this box if Form SBD 303 has been submitted in your pricing envelope.

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

SBD's Website: http://www.miamidade.gov/smallbusiness/

SCHEDULE OF INTENT AFFIDAVIT (SOI)

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

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

Name of Bidder/Proposer _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE – G/S Contract Measure _____

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

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

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

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

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

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

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

SBE-G/S Subcontractor Signature _____ SBE-G/S Subcontractor Print Name _____ SBE-G/S Subcontractor Print Title _____ Date _____

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

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

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

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Residents First Training and Employment Program
Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
(Miami-Dade County Code Section 2-11.17)

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of $1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of $1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned □ Contractor / □ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

I. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.

II. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

Printed Name of Affiant	**Printed Title of Affiant**	**Signature of Affiant**
Name of Firm	**Date**	
Address of Firm	**State**	**Zip Code**

Notary Public Information

Notary Public – State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

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

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

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

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

Signature of Bidder/Respondent _____ Print Name _____ Print Title _____ Date _____

SUB 100 Rev. 6/12

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EXHIBIT "I"

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____ day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

Revised 10/9/98

CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Revised 10/9/98

EXHIBIT "J"

Schedule 1.3
(form)

COMMENCEMENT DATE CONFIRMATION

Reference is made to the _____ Agreement to Lease dated _____, 20XX (the "Lease"), by and between Miami-Dade County, acting by and through its Internal Services Department (hereinafter "ISD") (hereinafter "Landlord"), and _____. ("Tenant"). This Commencement Date Confirmation ("Confirmation") is attached to the Lease as Schedule 1.3 thereto, and, when executed and delivered by Landlord and Tenant, shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation without otherwise being defined herein will have the meanings given to them in the Lease. The Commencement Date of the Lease is _____. To confirm the Commencement Date, the parties have caused this instrument to be executed and delivered, effective on the Commencement Date.

ATTEST:
HARVEY RUVIN, CLERK

By: _____

LANDLORD:
MIAMI-DADE COUNTY, a political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

TENANT:

_____

By: