Memorandum

MIAMI-DADE COUNTY

Date: February 19, 2014

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

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez
Mayor

Subject: Resolution approving the recommendation to award a design-build services contract to Ric-Man Construction, Inc. for the installation of gravity sewer interceptors for Master Pump Station No. 3 with a total compensation amount of $13,713,360.00 for a total contract term of 602 calendar days; Project No: DB13-WASD-01; Contract No: 13RMCI002

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a design-build services contract under Project No. DB13-WASD-01; Contract No. 13RMCI002 to Ric-Man Construction, Inc. for the installation of gravity sewer interceptors for Master Pump Station No. 3 with a total compensation amount of $13,713,360.00 for a total contract term of 602 calendar days.

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

No additional delegation of authority is requested.

Scope

PROJECT NAME:	Design-Build Services for the Installation of Gravity Sewer Interceptors for Master Pump Station No. 3
PROJECT NO:	DB13-WASD-01
CONTRACT NO:	DB13-WASD-01
PROJECT DESCRIPTION:	The scope of engineering services will include, but is not limited to, engineering, design, permitting, and inspection to support the construction, installation, testing and commissioning activities

associated with the construction of new gravity sewer interceptors to Master Pump Station No. 3. Engineering and design services will be required to address the following project elements:

- Approximately 600 linear feet of 54-inch micro-tunneled gravity sewer along S.W. 11 Street from S.W. 2 Avenue to Master Pump Station No. 3. (Part of Alignment 1).

- Approximately 2400 linear feet of 48-inch micro-tunneled gravity sewer along S.W. 2 Avenue and S.W. 13 Street, from S.W. 11 Street to Brickell Avenue (Part of Alignment 1).

- Approximately 1400 linear feet of 36-inch micro-tunneled gravity sewer along S.W. 2 Avenue, from S.W. 7 Street to S.W. 11th Street (Alignment 2).

- Approximately 700 linear feet of 30-inch micro-tunneled gravity sewer along S.W. 8 Street, from S.W. 1 Avenue to S.W. 2 Avenue (Alignment 3).

The scope of construction services will include, but is not limited to, providing all the materials, labor, and equipment as well as the management, supervision, quality control, cost and schedule controls, and safety services for the construction/installation of all tunneled piping including launch and retrieval shafts, manholes, junctions, ancillary piping, and tie-in connections to facilitate successful construction and commissioning of the new gravity sewer interceptors for Master Pump Station No. 3 located at the intersection of S.W. 3 Avenue and S.W. 11 Street in the City of Miami.

Additionally, Ric-Man Construction, Inc., the Design-Builder, must do the following:

1. Make sure the work activities do not interfere with or impact the Miami Avenue Bridge Project in any way.
2. Take into consideration the bridge "Maintenance of Traffic" plans in the preparation of their "Maintenance of Traffic" plan to prevent conflicts and undue impact on traffic in the area.
3. Coordinate and obtain approval from the Miami-Dade County Public Works and Waste Management Department on their proposed "Maintenance of Traffic" plans.
4. Participate in the City of Miami "Maintenance of Traffic" meetings held on a bi-weekly basis at the Miami Riverside Centre, located at 444 S.W. 2 Avenue, Miami, Florida 33130.
5. Work with the City of Miami Public Works Department and the Office of Transportation to develop a "Maintenance of Traffic" plan that will minimize congestion in the area by a) providing *Variable Message Signs* for traffic entering the Brickell Area, b) providing frequent closure updates, c) accommodating

transit needs, and d) maintaining a free flow of through traffic as well as pedestrian access among other requirements.

PROJECT LOCATION: Various locations within the City of Miami.

PROJECT SITES:

SITE #	LOCATION	DIST	ESTIMATE	T-S-R
#68523			$13,713,360.00	--

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: DB13-WASD-01

USING DEPARTMENT: Water and Sewer

MANAGING DEPARTMENT: Water and Sewer

Fiscal Impact / **Funding Source**

FUNDING SOURCES:

SOURCE	PROJECT	SITE #
Wastewater Connection Charges	9653371	#68523
Wastewater Renewal Fund	9653371	#68523
WASD Revenue Bonds Sold	9653371	#68523
WASD 2013 Revenue Fund	9653371	#68523
WASD Future Revenue Bonds	9653371	#68523

OPERATIONS COST IMPACT / FUNDING: $16,456.00 per year.

MAINTENANCE COST IMPACT / FUNDING: $27,426.00 per year.

LIFE EXPECTANCY OF ASSET: 80 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
9653371- PEAK FLOW MANAGEMENT FACILITIES Book Page:136 Funding Year: Adopted Budget Book for Fiscal Year 2013-2019	$13,713,360.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	3.02	HIGHWAY SYSTEMS - HIGHWAY DESIGN
Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Prime	16.00	GENERAL CIVIL ENGINEERING
Other	3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Other	3.05	HIGHWAY SYSTEMS - TRAFFIC COUNTS
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

Other	9.03	SOILS, FOUNDATIONS AND MATERIALS TESTING - CONCRETE AND ASPHALT TESTING SERVICES
Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS
Other	10.02	ENVIRONMENTAL ENGINEERING - GEOLOGY SERVICES
Other	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	15.03	UNDERGROUND UTILITY LOCATION
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? YES
NOTICE TO PROFESSIONAL CONSULTANTS	162
TOTAL CONTRACT PERIOD:	548 Calendar Days. Excludes Warranty Administration Period

CONTINGENCY PERIOD:	54 Days
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$12,107,000.00 $11,017,000.00 construction costs $ 1,090,000.00 engineering costs

	TYPE	PERCENT	AMOUNT	COMMENT
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	Design Build	10% 5%	$659,850.00	Contingency allowance fees in accordance with Ordinance 00-65 is 5% of the total estimated construction cost ($11,017,000.00) = $550,850.00 and 10% of the total estimated engineering cost of ($1,090,000.00) = $109,000.00

PERMIT FEES :	$330,510.00
UNFORESEEN UNDERGROUND UTILITIES AND CONDITIONS :	$300,000.00
MAINTENANCE OF TRAFFIC :	$316,000.00
TOTAL DEDICATED ALLOWANCE:	$946,510.00
TOTAL AMOUNT:	$13,713,360.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and

performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION: On August 20, 2013, a Request for Design-Build Services was issued under full and open competition. On September 20, 2013, the Clerk of the Board received six (6) proposals for the "Step 1: Evaluation of Qualifications" submittal. Two (2) firms were found non-compliant in accordance with the Request for Design-Build Services requirements and were eliminated from further evaluation by the Competitive Selection Committee.

Step 1
At the "Step 1: Evaluation of Qualifications" meeting held on October 8, 2013, the Competitive Selection Committee reviewed and ranked the remaining four (4) proposals received on September 20, 2013. Ric-Man Construction, Inc., and the other team members met the minimum qualifications and demonstrated their relevant experience with the projects as required in the Request for Design-Build Services. The references in the proposals were verified by the Internal Services Department. The Competitive Selection Committee voted to shortlist the four (4) proposers to submit technical and price proposals for the "Step 2: Oral Presentation".

Step 2
The "Step 2: Technical and Price Proposal (Oral Presentation)" meeting was held on December 11, 2013. The Competitive Selection Committee evaluated and scored the four (4) firms. The price envelopes were opened and tabulated, and the lowest adjusted bid was Ric-Man Construction, Inc. The tabulation for "Step 2" entails dividing the Alternate/Base Price Proposal by the Presentation Score to get the Adjusted Bid. The rankings are based on the adjusted bid price, the lower the Adjusted Bid, the higher the firm is ranked. The results are below showing Ric-Man Construction, Inc. ranked as the top ranked firm with the lowest adjusted bid.

Firm	Presentation Score	Alternate/Base Price Proposal	Adjusted Bid	Rank
Lanzo-Bradshaw	449	$15,964,935.00	$35,556.65	2
Nicholson Construction, Inc.	451	$21,038,000.00	$46,647.45	4
Ric-Man Construction, Inc	**456**	**$12,107,000.00**	**$26,550.44**	**1**
Garney	458	$17,377,900.00	$37,943.01	3

The Competitive Selection Committee recommended to the County Mayor to negotiate the design-build contract with Ric-Man Construction, Inc. As such, authorization to negotiate with Ric-Man

Construction Inc. was approved on December 13, 2013.

On December 20, 2013, the Negotiation Committee met with Ric-Man Construction Inc., and concluded its negotiations meeting. Based on the facts above, it is recommended to award this design-build services contract to Ric-Man Construction, Inc.

SUBMITTAL DATE:	9/20/2013
ESTIMATED NOTICE TO PROCEED:	3/1/2014
PRIME CONSULTANT:	Ric-Man Construction, Inc.
COMPANY PRINCIPAL:	Daniel Mancini
COMPANY QUALIFIERS:	Daniel Mancini
COMPANY EMAIL ADDRESS:	dmancini@ric-man.com
COMPANY STREET ADDRESS:	1001 North America Way, Suite 201
COMPANY CITY-STATE-ZIP:	Miami, FL 33132
YEARS IN BUSINESS:	43
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Small Business Development Firm History Report Ric-Man Construction, Inc., has been awarded one (1) contract with the County with a total value of $51,814,099.15 and one (1) change order approved by the Board with a total value of $15,677,805.00.
SUBCONSULTANTS/ SUBCONTRACTORS:	E-Science, Incorporated (CBE) F.R. Aleman and Associates, Inc. (CBE) HR Engineering Services, Inc. (CBE) Jacobs Engineering Group Inc. Langan Engineering and Environmental Services, Inc. Media Relations Group, LLC

Vertical V- Southeast, Inc.
Cobalt Construction Group, LLC (CSBE)
ECO Grouting Specialist
Homestead Concrete & Drainage, Inc. (CSBE)
K-Boringen Company
Ric-Man Construction Florida, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes Minimum Qualifications and Experience for 1) the Design-Builder, 2) the Lead Constructors, and 3) the Lead Designers for Minimum Project Experience and Past Performance:

REVIEW COMMITTEE:
MEETING DATE: 7/10/2013 **SIGNOFF DATE:** 7/16/2013
RESUBMIT DATE: 7/26/2013 **RESUBMIT SIGNOFF:** 7/31/2013

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	11.20%	$1,295,599.00	Administrative Order 3-22
CBE	17.50%	$209,825.00	Administrative Order 3-32
DBE	0.00%	$0.00	Not Applicable
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME / PHONE / EMAIL: Patty David 786-552-8040 pattyd@miamidade.gov

PROJECT MANAGER NAME / PHONE / Eduardo M. Luis (786) 552-8948 emlui01@miamidade.gov

EMAIL:

Background

BACKGROUND: WASD determined that improvements were required to the sewer facilities serving the area bounded by the Miami River to the north, I-95 to the west, SW 21 Street to the south and Biscayne Bay to the east, known as the Brickell Basin II Area. The facilities currently serving the area are inadequate to serve increased usage in existing buildings, or new buildings currently under construction and buildings expected to be constructed.

As such, on May 1, 2012, the Board approved Ordinance No. 12-36 which authorizes a special sewer construction connection charge for buildings and properties in the area described above that request new or increased usage in the Brickell Basin II Area.

This design-build project is one in a series of projects that will provide more sewer capacity in the Brickell Basin II Area. This project provides for the construction and installation of gravity sewer interceptors to connect to Master Pump Station No. 3 which is another proposed project that will be constructed under a separate construction contract. Both projects will serve to increase sewer capacity in the Brickell Basin II Area to accommodate several large scale developments currently under construction and others planned in the future.

This design-build project incorporates connections with multiple existing collection systems which provide sewage disposal services from several critical downtown areas including the City of Miami's Financial District. The gravity sewer interceptors that will be connected to Master Pump Station No. 3 will be designed for an 80-year life span and will be installed at depths ranging from fourteen (14) to twenty-eight (28) feet deep.

BUDGET APPROVAL FUNDS AVAILABLE:	**Jennifer Moon** **OMB DIRECTOR**	1/23/14 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**Henry N. Gillman** **COUNTY ATTORNEY**	1/15/14 **DATE**
	Alina T. Hudak **DEPUTY MAYOR**	1/27/14 **DATE**

MEMORANDUM
(Revised)

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

DATE: February 19, 2014

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

SUBJECT: Agenda Item No. 8(O)(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**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
2-19-14

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION TO RIC-MAN CONSTRUCTION, INC IN THE TOTAL AMOUNT OF $13,713,360.00 FOR PROJECT ENTITLED DESIGN-BUILD SERVICES FOR THE INSTALLATION OF GRAVITY SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 3 (PROJECT NUMBER DB13-WASD-01; CONTRACT NUMBER 13RMCI002); AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the contract award recommendation to Ric-Man Construction, Inc. in the total amount of $13,713,360.00 for the project entitled Design-Build Services for the Installation of Gravity Sewer Interceptors for the Master Pump Station No. 3 (Project Number DB13-WASD-01; Contract Number 13RMCI002), in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

MEMORANDUM MIAMI-DADE COUNTY

DATE: November 25, 2013

TO: Lester Sola, Director
Internal Services Department

FROM: Sherri McGriff, Section Manager
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Design/Build Project No. DB13-WASD-01
Design-Build Services for Gravity Sewer Interceptors for the Master Pump Station No. 3

The Small Business Development (SBD) Division has completed its review of the proposals submitted for the Evaluation of Technical and Price Proposal phase of the Selection Process (Step 2) for the subject project. The contract measures established for this project are a 17.5% CBE sub-consultant goal and an 11.2% CSBE subcontractor goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Nicholson Construction Company (#1), Ric-Man Construction, Inc. (#2), Garney Companies, Inc. (#3), and Lanzo-Bradshaw Joint Venture (#4) for review. Following is the result of the pre-award Step two (2) status and summary.

STATUS:

1.	Nicholson Construction Company	Compliant
2.	Ric-Man Construction, Inc.	Compliant
3.	Garney Companies, Inc.	Compliant
4.	Lanzo-Bradshaw Joint Venture	Compliant

SUMMARY:

Nicholson Construction Company (#1), submitted a proposal which included the following Schedule of Intent Affidavits (SOI) for certified CSBE firms: South Florida Electrical Cons., Inc. to perform electrical repairs/restoration at 0.3%; Highway Striping, Inc. to perform pavement markings at 0.9%; and Hi-Tech Concrete to perform concrete: place, form, and finish work at 0.5% and water and sewer line construction at 9.5% for a CSBE total of 11.2%.

Nicholson Construction Company's proposal also included Letters of Agreement that listed certified CBE sub-consultants Youssef Hachem Consulting Engineering, Inc. (YHCE) to perform Non-Destructive Testing and Inspections and General Structural Engineering at 2.5%; Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Environmental Eng-Contamination Assessment & Monitoring at 3.5%; HBC Engineering to perform Highway Systems – Traffic Engineering Studies and Highway Systems – Traffic Counts at 1%; Marlin Engineering to perform Surveying and Mapping – Land Surveying and Underground Utility Location at 3%; and CES Consultants, Inc. to perform Concrete and Asphalt Testing Services, General Civil Engineering, and Engineering Construction Management at 7.5% for a CBE total of 17.5%.

Nicholson Construction Company has fulfilled the submittal requirements for the build and the design portions of this solicitation and is therefore in compliance with the requirements of the CSBE and CBE Programs.

Ric-Man Construction, Inc. (#2), submitted a proposal which included the following Schedule of Intent Affidavits (SOI) for certified CSBE firms: Cobalt Construction Group LLC to perform site preparation and

Should you have any questions or need any additional information, please do not hesitate to Kelly Duncombe at (305) 375-3136.

SM: kbd

c: Luisa Millan, (ISD)
Traci Adams-Parish, (SBD)
File

STRATEGIC AREA: Neighborhood and Infrastructure
DEPARTMENT: Water and Sewer

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

OUTFALL LEGISLATION PROJECT # 962670

DESCRIPTION: Elimination of outfall flows to the ocean

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: $28,878

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	4,125	5,000	9,536	15,466	123,457	406,376	563,960
WASD Future Funding	0	0	0	0	0	0	0	1,052,780	1,052,780
TOTAL REVENUE:	0	0	4,125	5,000	9,536	15,466	123,457	1,459,156	1,616,740

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	536	650	1,240	2,011	16,049	52,828	73,314
Construction	0	0	3,589	4,350	8,296	13,455	107,408	1,406,328	1,543,426
TOTAL EXPENDITURES:	0	0	4,125	5,000	9,536	15,466	123,457	1,459,156	1,616,740

PEAK FLOW MANAGEMENT FACILITIES PROJECT # 9653371

DESCRIPTION: Evaluate and construct alternatives for peak flow management facilities and associated infrastructure

LOCATION: Systemwide
Various Sites

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Connection Charges	24,970	0	0	0	0	0	0	0	24,970
Wastewater Renewal Fund	1,473	15,000	0	0	0	0	0	0	16,473
WASD Revenue Bonds Sold	172	0	0	0	0	0	0	0	172
Future WASD Revenue Bonds	0	0	6,333	34,995	42,755	122,030	225,867	461,706	893,686
WASD Future Funding	0	0	0	0	0	0	0	9,800	9,800
TOTAL REVENUE:	26,615	15,000	6,333	34,995	42,755	122,030	225,867	471,506	945,101

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,683	1,533	1,158	3,920	4,275	12,203	22,687	46,171	93,630
Construction	15,153	13,797	10,421	35,278	38,480	109,827	203,280	425,335	851,571
TOTAL EXPENDITURES:	16,836	15,330	11,579	39,198	42,755	122,030	225,867	471,506	945,101

Department: Water and Sewer 1/8/2014 7:55:20 AM

BUDGET PROJECT 9653371 - (As per 2013-2014 Approved Budget)

Project Title: 9653371-PEAK FLOW MANAGEMENT FACILITIES

Project Desc: Evaluate and construct alternatives for peak flow management facilities and associated infrastructure

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	61,448,000	33,817,000	725,201,000	820,466,000
WASD 2013 Revenue Bon	0	0	0	813,000	0	0	0	0	813,000
WASD Future Funding	0	0	0	0	0	0	0	6,000,000	6,000,000
WASD Revenue Bonds So	0	0	644,000	0	0	0	0	0	644,000
Wastewater Connection	0	0	13,610,000	8,451,000	937,000	0	0	0	22,998,000
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Renewal Fu	0	0	16,473,000	0	0	0	0	0	16,473,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
68523 - Various Locations	0	0	30,727,000	9,264,000	937,000	61,448,000	33,817,000	731,201,000	867,394,000

Desc: Evaluate alternatives for, and construct peak flow management facilities.

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	7	0	0	0	14,474,000	6,882,000	24,482,000	90,730,000	120,484,000	240,865,000	211,512,000	109,621,000	165,555,000	0	0	0	0	0	0	0	984,605,000.00
CIIS Proposed MS:	14	0	0	0	9,943,000	8,387,000	24,453,000	93,784,000	120,485,000	240,865,000	211,512,000	109,621,000	37,129,000	128,426,000	0	0	0	0	0	0	984,605,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 9653371

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	DB13-WASD-01	Design-Build Services for the Installation of Gravity Sewer Interceptors for the Proposed Master Pump Station No. 3	$0.00	$15,293,660.00	$1,441,640.00
WS	DB13-WASD-01	Design-Build Services for the Installation of Gravity Sewer Interceptors for the Proposed Master Pump Station No. 3	$15,293,660.00	$0.00	$1,441,640.00
WS	E09-WASD-01	Engineering design services for a 48-inch sewage force main extension to redirect flow discharge into an existing 72-inch sewer gravity interceptor pipeline to the existing 48-inch discharge force main from Pump Station 2 located at 1075 Biscayne Boulevard north to N.W. 36 Street.	$1,870,000.00	$0.00	$0.00
WS	7360: P0054	PUMP STATION 348 ODOR CONTROL AND WET WELL CORROSION REHAB.	$409,770.00	$0.00	$0.00
WS	7360: P0054-R	PUMP STATION 348 ODOR CONTROL AND WET WELL CORROSION REHAB.	$418,570.00	$0.00	$869,519.94
WS	7360: P0077	Furnish & Install 48-Inch Valves and Access Manholes in Exist 48-Inch Concrete Pipe	$1,365,535.65	$0.00	$2,056,302.32
WS	S-758R	Conversion of Sewage Pump Station No. 418 to Booster Station	$6,100,000.00	$0.00	$0.00
WS	S-804 (A)	Installation of 60-Inch FM along SW 211 St. and 212 St. from SMHWTP to Old Cutler Rd.	$22,208,000.00	$0.00	$0.00
WS	S-852	Proposed Master Pump Station No. 3	$21,000,610.00	$0.00	$21,976,500.00
WS	S-852	Proposed Master Pump Station No. 3	$0.00	$21,976,500.00	$21,976,500.00

WS	7040: T1742	HVAC Improvement at Effluent Pump Station S-0750	$400,000.00	$0.00	Cancelled
WS	7040: T1742R	HVAC Improvement at Effluent Pump Station S-0750	$400,000.00	$0.00	$473,000.00
WS	7040: T1795	Furnish and Install 30 inch DI Force Main in SW 3 Ave from SW 15 Rd to SW 11 St	$331,700.00	$0.00	$483,110.50

Total Allocated: $69,397,845.65 $37,270,160.00

Current Contracts for Sites of Project 9653371

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo		Award Allocation
WS	#68523	S-804 (A)		$22,208,000.00
WS	#68523	P0077		$1,365,535.65
WS	#68523	T1742		$400,000.00
WS	#68523	S-852		$21,976,500.00
WS	#68523	DB13-WASD-01		$13,713,360.00
WS	#68523	T1795		$331,700.00
WS	#68523	T1742R		$400,000.00
			Total Allocated:	$60,395,095.65

Search for Site Number
Search for Budget Project Number

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR GRAVITY SEWER INTERCEPTORS FOR PUMP STATION NO. 3 (SIC 871)

Received Date: 07/26/2013

Project/Contract No: DBB-WASD-01

Department: WATER & SEWER DEPARTMENT

Funding Source: WASD PLANT EXPANSION FUND

Estimated Cost of Project/Bid: $1,216,204.00

Resubmittal Date(s): 07/11/2013

Description of Project/Bid: To establish a design-build project where the scope of engineering services will include, but not be limited to design, permitting and inspection to support the construction, installation, testing and commissioning activities associated with the construction of new gravity sewer interceptors to Pump Station No. 3.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	17.50%

Reasons for Recommendation

This project meets all the criteria set forth in I.O. 3-32, Section V.

SBD recommends 17.5% CBE Goal based on the responses from a "Verification of Availability". ***Reason for Resubmittal: Estimated cost increased from $1,078,000 to $1,105,640.

SIC 871 - Architectural and Engineering Services

Technical Category: 1005-Environmental Eng-Contamination Assess & Monitor; 1100-General Structural Engineering; 1600-General Civil Engineering; 1700-Engineering Construction Management

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$60,810.20	5.00%	3
ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR	CBE	$6,081.02	0.50%	4
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$60,810.20	5.00%	7
GENERAL CIVIL ENGINEERING	CBE	$85,134.28	7.00%	7
	Total	$212,835.70	17.50%	

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

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

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

REVIEW RECOMMENDATION

Tier 1 Set Aside: Tier 2 Set Aside:

Set Aside: Level 1 Level 2 Level 3

Trade Set Aside (MCC): Goal: 17.50% Bid Preference

No Measure: Deferred: Selection Factor:

CWP

SBD Director: Date: 7/31/13

DBDR0090 v20130116

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title:	DESIGN-BUILD SERVICES FOR GRAVITY SEWER INTERCEPTORS FOR PUMP STATION NO. 3 (S/C 16)	Received Date:	07/26/2013
Project/Contract No:	DB13-WASD-01 (BUILD)	Funding Source:	
Department:	WATER & SEWER DEPARTMENT	WASD PLANT EXPANSION FUND	
Estimated Cost of Project/Bid:	$16,555,371.00	Resubmittal Date(s):	07/17/2013

Description of Project/Bid: The scopes of services for the "build component" will include, but is not limited to, providing all the materials, labor, and equipment as well as the management, supervision, quality control, cost and schedule controls, and safety services for the construction/installation of all bundled piping (to name a few).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	11.20%

Reasons for Recommendation

An analysis of the factors contained in Section VI of Implementing Order 3-22 indicate that 11.2% CSBE Subcontractor Goal is appropriate in the following: shaft & manhole construction; tunneling construction and pipe installation; restoration; and existing utility location.

Reason for resubmittal: Estimated cost was increased from $13,514,800 to $16,665,935.

CWP Not Applicable: Not in DTA.

Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 237990-Other Heavy And Civil Engineering Construction

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Other Heavy and Civil Engineering Construction	CSBE	$662,214.84	4.00%	60
Water and Sewer Line and Related Structures Construction	CSBE	$1,191,986.71	7.20%	382
Total		$1,854,201.55	11.20%	

Living Wages: YES [ ] NO [X] Highways: YES [ ] NO [X] Heavy Construction: YES [X] NO [ ]

Responsible Wages: YES [X] NO [ ] Buildings: YES [ ] NO [X]

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

REVIEW RECOMMENDATION

Tier 1 Set Aside Tier 2 Set Aside

Set Aside	Level 1	Level 2		Level 3	
Trade Set Aside (MCC)		Goal	11.20%	Bid Preference	
No Measure		Deferred		Selection Factor	
CWP					

SBD Director Date 7/31/13

DSDR0090 v20130116

STRATEGIC AREA: Neighborhood and Infrastructure
DEPARTMENT: Water and Sewer

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

OUTFALL LEGISLATION PROJECT # 962670

DESCRIPTION: Elimination of outfall flows to the ocean

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
ESTIMATED ANNUAL OPERATING IMPACT: $28,878 DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	4,125	5,000	9,536	15,466	123,457	406,376	563,960
WASD Future Funding	0	0	0	0	0	0	0	1,052,780	1,052,780
TOTAL REVENUE:	0	0	4,125	5,000	9,536	15,466	123,457	1,459,156	1,616,740

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	536	650	1,240	2,011	16,049	52,828	73,314
Construction	0	0	3,589	4,350	8,296	13,455	107,408	1,406,328	1,543,426
TOTAL EXPENDITURES:	0	0	4,125	5,000	9,536	15,466	123,457	1,459,156	1,616,740

PEAK FLOW MANAGEMENT FACILITIES PROJECT # 9653371

DESCRIPTION: Evaluate and construct alternatives for peak flow management facilities and associated infrastructure

LOCATION: Systemwide
Various Sites

DISTRICT LOCATED: Systemwide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Connection Charges	24,970	0	0	0	0	0	0	0	24,970
Wastewater Renewal Fund	1,473	15,000	0	0	0	0	0	0	16,473
WASD Revenue Bonds Sold	172	0	0	0	0	0	0	0	172
Future WASD Revenue Bonds	0	0	6,333	34,995	42,755	122,030	225,867	461,706	893,686
WASD Future Funding	0	0	0	0	0	0	0	9,800	9,800
TOTAL REVENUE:	26,615	15,000	6,333	34,995	42,755	122,030	225,867	471,506	945,101

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,683	1,533	1,158	3,920	4,275	12,203	22,667	46,171	93,530
Construction	15,153	13,797	10,421	35,278	38,480	109,827	203,280	425,335	851,571
TOTAL EXPENDITURES:	16,836	15,330	11,579	39,198	42,755	122,030	225,867	471,506	945,101

Design-Builder's Name: RIC-MAN CONSTRUCTION, INC. Base Proposal

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR DESIGN-BUILD SERVICES (RDBS)
ISD FORM 6, BASE PROPOSAL PRICE

MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR GRAVITY SEWER INTERCEPTORS
FOR THE MASTER PUMP STATION NO. 3

ISD PROJECT NO. DB13-WASD-01

BASE PROPOSAL CONTRACT PRICE

With respect to subject Project titled above, DESIGN-BUILDER states that its Base Proposal Contract Price (Lump Sum) for providing services as specified in the Request for Design-Build Services (RDBS), Step 2, is the following:

1. ENGINEERING AND DESIGN.....$ 1,090,000.00

2. CONSTRUCTION.....$ 11,017,000.00

(SUM OF ITEMS 1+2)
3. BASE PROPOSAL CONTRACT PRICE (LUMP SUM) $ 12,107,000.00
(FIGURES)

Twelve million one hundred seven thousand and no/100
DOLLARS
(WORDS)

THIS BASE PROPOSAL CONTRACT PRICE ABOVE WILL BE UTILIZED FOR CALCULATION OF THE ADJUSTED BID.

TO THE BASE PROPOSAL CONTRACT PRICE STATED ABOVE, MIAMI-DADE COUNTY SHALL ADD MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONTINGENCIES AND DEDICATED ALLOWANCES TO DETERMINE THE TOTAL CONTRACT AMOUNT. MIAMI DADE WATER AND SEWER DEPARTMENT CONTINGENCIES SHALL INCLUDE THOSE FOR (1) ENGINEERING AND DESIGN (10% OF ITEM 1 ABOVE) AND (2) CONSTRUCTION (5% OF ITEM 2 ABOVE). DEDICATED ALLOWANCES SHALL BE THE SUM OF (1) AGENCY PERMIT FEES (3% OF ITEM 2), PLUS $300,000.00 FOR UNFORESEEN HYDROCARBON CONTAMINATION, PLUS $316,000.00 FOR MAINTENANCE OF TRAFFIC. THE TOTAL CONTRACT AMOUNT WILL BE CALCULATED BY THE COUNTY FOLLOWING RECEIPT OF THE BASE PROPOSAL CONTRACT PRICE SET FORTH IN ITEM 3.

The Total Contract Amount resulting from the addition of the Base Proposal Contract Price and the stated contingencies and dedicated allowances shall be used to determine the amount of the Payment and Performance Bonds required from the awarded Proposer.

LIQUIDATED DAMAGES: As indicated in the Design-Build Contract, if DESIGN-BUILDER fails to achieve the Substantial Completion Contract Date, liquidated damages will be assessed by the Owner for delays caused by the Design-Builder at the rate of $5,000 per day for each calendar day that the Design – Builder overruns the Substantial Completion Contract Date and $1,500 per day for each calendar day that the Design-Builder overruns the Final Completion Contract Date. Such damages are cumulative if and when Design-Builder overruns both Contract Dates.

Design-Builder's Name: Ric-Man Construction, Inc **Base Proposal**

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP or JOINT VENTURE
(To be signed by each partner/venturer)

ATTEST:

_____
Legal name of Partnership/Joint Venture

Witness: _____ By: _____
Signature

Witness: _____ _____
Name and Title

Witness: _____ By: _____
Signature

Witness: _____ _____
Name and Title

(Seal)

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:

Secretary: _____
Signature

Ric-Man Construction, Inc
Legal Name

Catalina Mancini, Secretary
Name and Title

(Corporate Seal)

Ric-Man Construction, Inc
Legal Name

By: _____ 11-19-13
Signature Date

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

ATTEST:

_____
Legal name of LLC

Witness: _____ By: _____
Signature Date

Witness: _____ _____
Name and Title

(Seal)

Design-Builder's Name: Ric-Man Construction, Inc

Base Proposal

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

ATTEST:

Witness: _____ By: _____
Signature Date

Witness: _____ _____
Signature Legal Name

(Seal)

The Design-Builder's Base Proposal Contract Price (Lump Sum) shall be submitted on this ISD Form 6 and in the manner stated herein, without exception or any qualification; there is no exception allowed to this requirement.

Design-Builder: Ric-Man Construction, Inc

Authorized Signature: _____

Print Name & Title: Daniel Mancini, Vice - President

Federal Employer Identification Number: 38-1943960

Address: 1001 North America Way Suite 201

City/State/Zip: Miami, FL 33132

Telephone: (305-379-4124

MWH

BUILDING A BETTER WORLD

January 8, 2014

Eduardo Luis, Project Manager
Miami-Dade Water and Sewer Department
Engineering and Design Division
3575 South Le Jeune Road
Miami, Florida 33146

Subject: DB13-WASD-01 GRAVITY SEWER INTERCEPTORS FOR MASTER PUMP STATION NO.3 STEP 2 PRICE PROPOSAL EVALUATION

Dear Mr. Luis,

MWH has evaluated the price proposal submitted by Ric-Man for the engineering and construction of the Gravity Sewers to Master Pump Station No. 3 (DB13-WASD-01). The value of the submitted proposal is $12,107,000, exclusive of contingencies and allowances. The submitted proposal cost is comprised of $1,042,108 for engineering and design and $11,064,892 for construction.

The Opinion of Probable Construction Cost (OPCC) developed by MWH is a Class 3 estimate as defined by the Association for the Advancement of Cost Engineering (AACE). The OPCC for the total project was $16,872,660, exclusive of contingencies and allowances. The OPCC is comprised of $15,622,833 for construction and $1,249,827 for engineering and design. The expected accuracy range of an AACE Class 3 estimate is -15% to +20%, resulting in an expected proposal price in the range of $14,341,761 to $20,247,192. The submitted proposal project cost of $12,107,000 is outside of the expected accuracy range for a Class 3 estimate, 28.2% less than the OPCC. The proposal construction cost is 29.2% lower than the OPCC construction cost. Based on MWH's review of the information provided in the Technical Proposal, Ric-Man was able to realize construction cost savings in the following ways:

1) Utilizing local knowledge and "lessons learned" on the Government Cut Utility Relocation and Port of Miami tunnel projects as it relates to construction

2) Utilizing a single microtunnel machine for construction of the gravity sewer interceptors through the use of a single pass system for the 54-inch and 48-inch piping and a two pass system for the 36-inch and 30-inch piping. The use of a single machine reduces mobilization time and costs. Using a larger, more powerful machine also reduces tunneling time and risks.

3) Optimizing shaft locations to reduce expedite construction, minimize costs, and reduce applied risk contingencies.

4) Utilizing circular construction shafts, installed through rotary drill and steel casing methods, which requires significantly less time to construct than a rectangular braced cofferdam. The rotary drill and steel casing method is vibration free, which reduces applied risk contingencies.

5) Proposing a project schedule to achieve final completion within 501 days, 47 days faster than allowed by the contract documents

6) Assuming supplementary geotechnical subsurface investigations will not be required through the team's concurrence with the information provided in the geotechnical included in the Request for Design Build Services (RDBS) documents. As required by the RDBS documents, it is the Design-

2937 SW 27th Avenue
Suite 107
Miami, Florida 33133

TEL 786 313 5505
FAX 786 313 5506
www.mwhglobal.com

Builder's responsibility to conduct additional geotechnical subsurface investigations as required to complete the design and construction of the project.

The proposal engineering and design cost is $207,719 or 16.7% lower than the OPCC cost. Based on MWH's review of the information provided in the Technical Proposal, Ric-Man was able to realize engineering and design cost savings in the following ways:

1) Utilizing local knowledge and "lessons learned" on the Government Cut Utility Relocation and Port of Miami tunnel projects as it relates to design and permitting
2) Concurrence with the preliminary design report provided with Request for Design Build Services (RDBS) documents

It is feasible that the cost saving items identified above resulted in significant net savings, allowing Ric-Man's proposal price to be significantly below the OPCC. If you have any questions or require any additional information, please do not hesitate to contact me at 305-815-4724. MWH looks forward to working with the Department in the successful construction of this important project.

Respectfully submitted,

MWH

Brian LaMay
Project Technical Lead

2937 SW 27th Avenue
Suite 107
Miami, Florida 33133

TEL 786 313 5505
FAX 786 313 5506
www.mwhglobal.com

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 01/08/2009 **To:** 01/08/2014

FIRM NAME: RIC-MAN CONSTRUCTION, INC.
7005 NW 41 St
Miami, FL 33166-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
DB10-WASD-01 ESP (CONST)	1	WS	GOAL CSBE 10.38%	01/17/2011	$51,069,559.83
DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE EXISTING 20-INCH WATER MAIN FROM PORT ISLAND TO FISHER ISLAND AND THE EXISTING 54-INCH SEWER FORCE MAIN FROM FISHER ISLAND TO SOUTH OF THE CITY OF MIAMI BEACH (SIC 16)					
Change Order # 1 JUL-17-12 210 days					$15,677,805.00
					$66,747,364.83
P0076 (7360)	1	WS	GOAL CSBE 1.48%	03/26/2012	$744,539.32
FURNISH & INSTALL 2-72 INCH BUTTERFLY VALVES IN EXISTING 72 INCH PCCP					
					$744,539.32

Total Award Amount	$51,814,099.15
Total Change Orders Approved by BCC	$15,677,805.00
	$67,491,904.15

28

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0210_E

Wednesday, January 8, 2014

Ver: 1

Memorandum

MIAMI-DADE COUNTY

Date: December 12, 2013

To: Lester Sola, Director
Internal Services Department

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

From: Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
Design-Build Services for Gravity Sewer Interceptors
for the Master Pump Station No. 3
ISD Project No. DB13-WASD-01

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

ISD Project No.: DB13-WASD-01

Project Title: Design-Build Services for Gravity Sewer Interceptors for the Master Pump Station No. 3

Scope of Services Summary: The scope of engineering services will include, but is not limited to, engineering, design, permitting and inspection to support the construction, installation, testing and commissioning activities associated with the construction of new gravity sewer interceptors to Pump Station No. 3. Pump Station No. 3 is located at the intersection of S.W. 3rd Avenue and S.W. 11th Street in the City of Miami. Engineering and design services will be required to address the following project elements:

a) Approximately 600 linear feet of tunnel boring to install a 54-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 11th Street from S.W. 2nd Avenue to Pump Station No. 3.

b) Approximately 2,400 linear feet of tunnel boring to install 48-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 2nd Avenue and S.W. 13th Street, from S.W. 11th Street to Brickell Avenue.

c) Approximately 1,400 linear feet of tunnel boring to install a 36-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 2nd Avenue, from S.W. 7th Street to S.W. 11th Street.

d) Approximately 700 linear feet of tunnel boring to install a 30-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 8th Street, from S.W. 1st Avenue to S.W. 2nd Avenue.

In addition, the scope of construction services will include, but is not limited to, providing all the materials, labor, and equipment as well as the management, supervision, quality control, cost and schedule controls, and safety services for the construction/installation of all tunneled piping including launch and retrieval shafts, manholes, junctions, ancillary piping, and tie-in connections to facilitate successful construction and commissioning of the new gravity sewer interceptors for Pump Station No. 3 located at the intersection of S.W. 3rd Avenue and S.W. 11th Street in the City of Miami.

Design-Builder shall:

1. Take into consideration the bridge Maintenance of Traffic (MOT) plans in the preparation of their MOT to prevent conflicts and undue impact on the traffic in the area.
2. Coordinate with and obtain approval from the Miami-Dade County Public Works and Waste Management Department (PWWM) on their proposed MOT.
3. Design-Builder's work activities shall not interfere with or impact the Miami Avenue Bridge project in any way.

The Design-Builder must participate in the City of Miami MOT meetings held on a bi-weekly basis at the Miami Riverside Centre, located at 444 S.W. 2nd Avenue, Miami, Florida 33130. The Design-Builder shall work with both the City of Miami Public Works Department and the Office of Transportation to develop a MOT plan that will minimize congestion in the area by providing Variable Message Signs for traffic entering the Brickell Area, providing frequent closure updates, accommodating transit needs, and maintaining free flow of through traffic as well as pedestrian access among other requirements.

Term of Contract: One Design-Build Agreement will be awarded under this solicitation. The estimated Design-Build project cost is sixteen million eight hundred and seventy-two thousand six hundred and sixty dollars ($16,872,660), exclusive of allowances and contingencies. The Design-Builder must complete the Work by the following durations, which exclude the warranty administration period:

- Substantial Completion Date on or before 488 calendar days after the date of Notice to Proceed.
- Final Completion Date on or before 548 calendar days after the date of Notice to Proceed.

Community Business Enterprise/Community Small Business Enterprise Goal/Measure: The Department of Regulatory and Economic Resources (RER) established on July 31, 2013 that a 17.5% Community Business Enterprise (CBE) goal for the design portion and a 11.2% Community Small Business Enterprise (CSBE) goal for the construction portion shall be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): August 13, 2013

RTA Revision No. 1 Stamped by the COB: September 17, 2013

Selection Process:

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

STEP 1:

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

Step 1 Proposals: Six (6) proposals were received by the COB on September 20, 2013.

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

CSBE Compliance Review for Step 1: The October 3, 2013 compliance review memo issued by RER indicated that all six (6) proposers were responsive to the CBE and CSBE Step 1 compliance requirements.

Non-Compliance: Two (2) firms, Michels Corporation and Layne Heavy Civil, Inc. were found non-compliant with the RDBS requirements and were eliminated from further evaluation by the CSC. Michels Corporation was found not in compliance with the licensing requirements (State of Florida General Contractor's License) and Layne Heavy Civil, Inc. was found not in compliance with the technical certifications required for the design team.

Step 1 Evaluation: On October 8, 2013, the CSC evaluated the remaining four (4) proposers based upon the criteria noted in the attached Step 1 Tabulation Report. The CSC voted to advance the four (4) proposers (Lanzo-Bradshaw Joint Venture, Nicholson Construction Company, Ric-Man Construction, Inc., and Garney Companies, Inc.) to the Step 2 evaluation and to submit technical and price proposals.

Step 1 Results: See attached Step 1 Tabulation Report.

STEP 2:

Step 2 Proposals: Four (4) technical and price submittals were received by the COB on November 20, 2013.

CSBE Compliance Review: The November 25, 2013 compliance review issued by the Small Business Development Division, Internal Services Department, indicated that all four (4) proposers were responsive to the CBE and CSBE Step 2 compliance requirements.

Step 2 Meeting: A summary review of the technical and alternate technical proposals submitted by the four (4) short-listed firms was prepared by the Design-Criteria Professional (DCP), MWH Americas, Inc. and reviewed by the Water and Sewer Department. On December 11, 2013, the CSC heard presentations and evaluated the four (4) proposers, Lanzo-Bradshaw Joint Venture (Lanzo-Bradshaw), Nicholson Construction Company (Nicholson), Ric-Man Construction, Inc. (Ric-Man), and Garney Companies, Inc. (Garney). Pursuant to the RDBS, the CSC, following the oral presentations by each of the firms, and prior to scoring and opening of the price envelopes, discussed the alternate technical proposals submitted by three (3) of the four (4) proposers.

Below is a matrix of the alternate technical proposals submitted by three (3) of the proposers, and the action taken by the CSC:

ALTERNATE TECHNICAL PROPOSALS	
Firm Name: Lanzo-Bradshaw Joint Venture	
Alternate	**Action**
Alternate 1 - Open Cut – alternate to micro-tunneling	Not accepted. Vote was unanimous.
FIRM NAME: Nicholson Construction Company	
Alternate 1 – Open Cut – alternate to micro-tunneling	Not accepted. Vote was unanimous.
Alternate 2 – Upsizing of the 30-inch and 36-inch diameter gravity sewer pipes to 48-inches	Accepted. Vote was unanimous.
Alternate 3 – Combination of Alternates 1 and 2 above	Not accepted. Vote was unanimous.
FIRM NAME: Ric-Man Construction, Inc.	
Alternate 1 – Open cut – alternate to micro-tunneling	Not accepted. Vote was unanimous.

The validation and acceptance of any alternate proposal is at the sole discretion of the CSC.

The CSC proceeded to evaluate the proposers based upon the established evaluation criteria. After scoring, the price and bid bond envelopes were opened and read into the record. In accordance with the RDBS, if an alternate technical proposal is validated and accepted by the CSC, the alternate technical price envelope will take the place of the base proposal price. Additionally, an alternate technical proposal price must not be greater than the base proposal price. The technical scores for Lanzo-Bradshaw, Nicholson, Ric-Man and Garney were 449, 451, 456 and 458 respectively. Price and bid bond envelopes were then opened. Lanzo-Bradshaw submitted a price of $15,964,935 (base proposal), Nicholson $21,038,00 (alternate technical proposal #2 price), Ric-Man $12,107,000 (base proposal price) and Garney $17,377,900 (base proposal price). The final ranking was determined by dividing the technical score by the bid amount to yield an Adjusted Bid.

An Adjusted Bid is an evaluation process where proposals are evaluated and assigned point values in accordance with established criteria in the solicitation. The qualitative aspects are scored and totaled on a scale of 0 to 100 points, per CSC, and the recommended firm is selected by dividing the price by the technical score to yield an Adjusted Bid. The firm with the lowest Adjusted Bid was Ric-Man, therefore Ric-Man ranked number one with an Adjusted Bid of 26,550.44, Lanzo-Bradshaw ranked number two with an Adjusted Bid of 35,556.65, Garney ranked number three with an Adjusted Bid of 37,943.01 and Nicholson ranked number four with an Adjusted Bid of 46,647.45.

Step 2 Results: See attached Step 2 Tabulation Report.

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

Negotiation Committee
Faith Samuels, Non-Voting Chairperson, ISD
Isaac Smith, WASD
Vivian Forhart-Diaz, ISD
Jeovanny Rodriguez, City of Miami

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

SELECTION FOR DESIGN-BUILD NEGOTIATION
ONE AGREEMENT WITH A 17.5% CSBE GOAL AND 11.2% CSBE GOAL

Ric-Man Construction, Inc.

The following firms will serve as the alternates:

Lanzo-Bradshaw Joint Venture
Garney Companies, Inc.

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

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.

- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

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

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

Authorization to negotiate is:

12/13/13

Approved Date Not Approved Date

Attachments:
1. List of Respondents
2. Step 1 Tabulation Report
3. Step 2 Tabulation Report

c: John W. Renfrow, P.E., Director, WASD
Clerk of the Board of County Commissioners
Competitive Selection Committee

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project Name: GRAVITY SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 3
OCI Project No.: DB13-WASD-01
Measures: 17.5% CBE for Design & 11.2% CSBE for Construction
mber of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 09/20/2013

Submittal No: 1
Prime Name: LANZO-BRADSHAW JOINT VENTURE
Trade Name:

Prime Local Preference:
FEIN No.: 463577463

Subs Name	Trade Name	Subs FEIN No.
a. JACOBS ASSOCIATES CORP.		941371792
b. STANTEC CONSULTING SERVICES, INC.		112167170
c. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
d. VERTICAL V-SOUTHEAST, INC. DBA KACO		271979486
e. ESCIENCES, INCORPORATED		593667002
f. CHIN DIESEL, INC.		651077166
g. ROBERTS TRAFFIC MARKING CORP.		592395051
h. PALMA PAVING & CONCRETE INC		650977905
i. STAR PAVING CORPORATION		592270057
j. TRANSAMERICA CONSTRUCTION COMPANY		830373440
k. A & R EQUIPMENT, CORP		650406198
l. DODEC, INC.		650789455
m. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
n. JOSEPH L. COLE, INC.		592649851
o. COMTECH ENGINEERING, INC.		650939997

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: DB13-WASD-01
Measures: 17.5% CBE for Design & 11.2% CSBE for Construction
mber of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 09/20/2013

Submittal No: 2
Prime Name: LAYNE HEAVY CIVIL, INC.
Trade Name:

Prime Local Preference:
FEIN No.: 203512785

Subs Name	Trade Name	Subs FEIN No.
a. CPH, INC.	CPH ENGINEERS, INC.	592068806
b. BRINDLEY PIETERS AND ASSOCIATES, INC.		593057983
c. RODOLFO IBARRA, P.E., P.A.		650738755
d. GEOSOL, INC.		650997886
e. MARLIN ENGINEERING, INC.		650279601
f. TIERRA SOUTH FLORIDA, INC		200282450
g. ECOLOGY AND ENVIRONMENT, INC.		160971022
h. BRH GARVER CONSTRUCTION, L.P.		201340627
i. FLORIDA PIPELINE COMPANY		455582146

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: DB13-WASD-01
Measures: 17.5% CBE for Design & 11.2% CSBE for Construction
mber of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 09/20/2013

Submittal No: 3
Prime Name: RIC-MAN CONSTRUCTION, INC.
Trade Name:

Prime Local Preference:
FEIN No.: 381943960

Subs Name	Trade Name	Subs FEIN No.
a. JACOBS ENGINEERING GROUP, INC.		954081636
b. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
c. CIVIL WORKS, INC.		650673629
d. E SCIENCES, INCORPORATED		593667002
e. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
f. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC		223167382
g. MEDIA RELATIONS GROUP, LLC		200118620
h. HR ENGINEERING SERVICES, INC.		650849633
i. VERTICAL V-SOUTHEAST, INC. DBA KACO		271979486
j. K-BORINGEN		981124107
k. RIC-MAN CONSTRUCTION FLORIDA, INC.		201309732
l. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
m. COBALT CONSTRUCTION GROUP, LLC		262618462
n. ECO GROUTING SPECIALISTS, INC.		980677451

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: DB13-WASD-01
Measures: 17.5% CBE for Design & 11.2% CSBE for Construction
mber of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 09/20/2013

Submittal No: 4
Prime Name: NICHOLSON CONSTRUCTION COMPANY
Trade Name:

Prime Local Preference:
FEIN No.: 251024823

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. CES CONSULTANTS, INC.		650792884
c. YOUSSEF HACHEM CONSULTING ENGINEERING, INC.		203225960
d. MARLIN ENGINEERING, INC.		650279601
e. HBC ENGINEERING COMPANY		223936061
f. GEOSOL, INC.		650997886
g. DAVID MANCINI & SONS, INC.		273716806

Submittal No: 5
Prime Name: GARNEY COMPANIES, INC.
Trade Name:

Prime Local Preference:
FEIN No.: 440658613

Subs Name	Trade Name	Subs FEIN No.
a. AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC.		952661922
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
d. WESTHORP & ASSOCIATES, INC.		650807883
e. TIERRA SOUTH FLORIDA, INC		200282450
f. GEOSOL, INC.		650997886
g. MEDIA RELATIONS GROUP, LLC		200118620
h. HUXTED TUNNELING, LLC		273335452
i. METRO EQUIPMENT SERVICE, INC.		650010248

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: DB13-WASD-01
Measures: 17.5% CBE for Design & 11.2% CSBE for Construction
mber of Agreements: 1
Contract Type: DESIGN BUILD
Submittal Date: 09/20/2013

Submittal No: 6
Prime Name: MICHELS CORPORATION
Trade Name:

Prime Local Preference:
FEIN No.: 390970311

Subs Name	Trade Name	Subs FEIN No.
a. LOCKWOOD, ANDREWS & NEWNAM, INC.		741381591
b. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	562612529
c. TIERRA SOUTH FLORIDA, INC		200282450
d. E SCIENCES, INCORPORATED		593667002
e. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
f. BERMELLO, AJAMIL & PARTNERS, INC.		591722486

STEP 1 MEETING
OCTOBER 8, 2013

MIAMI-DADE WATER AND SEWER DEPARTMENT

DESIGN-BUILD SERVICES GRAVITY SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 3

ISD PROJECT NO. DB13-WASD-01

TABULATION SHEET

		COMPETITIVE SELECTION COMMITTEE																	
		Isaac Smith, MDWASD	Vivian Forbat-Diaz, RER	Timothy Albury, FDOT	Jeovanny Rodriguez, City of Miami	Michael Bailey, City of Cooper City	SUB-TOTAL	Average	Standard Deviation	Black Dispersion	TOTAL	System Ranking	Local Preference Range	Criteria 1A Tie-Breaker	Criteria 2A Tie-Breaker	Criteria 3A Tie-Breaker	Criteria 4A Tie-Breaker	Criteria 5A Tie-Breaker	FINAL RANK
	NAME OF FIRM(S)																		
1	LANZO-BRADSHAW JOINT VENTURE (Non-Local)																		
	1A - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	39	34	38	38	32	181	36	24	48									
	2A - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	36	33	35	38	32	174	35	23	46									
	3A - Safety Record - Past Performance (Max. 10 points)	5	6	8	6	6	31	6	4	8									
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7			456						
	5A - Ability of Team Members to Interface with the County (Max 5 points)	5	4	5	4	5	23	5	3	6	434		412						4
		90	82	91	91	80													
3	RIC-MAN CONSTRUCTION, INC. (LP)																		
	1A - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	37	36	37	39	31	180	36	24	48									
	2A - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	38	34	34	38	31	175	35	23	47									
	3A - Safety Record - Past Performance (Max. 10 points)	6	7	9	7	7	36	7	5	10									
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	4	4	4	19	4	3	5									
	5A - Ability of Team Members to Interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6	433								2
		89	85	88	93	78													
4	NICHOLSON CONSTRUCTION COMPANY (LP)																		
	1A - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	38	37	37	38	38	188	38	25	50									
	2A - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	37	32	35	37	38	179	36	24	48									
	3A - Safety Record - Past Performance (Max. 10 points)	8	8	10	9	8	43	9	6	11									
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	2	2	1	12	2	2	3									
	5A - Ability of Team Members to Interface with the County (Max 5 points)	5	4	4	2	3	18	4	2	5	440								1
		92	84	88	88	88													
5	GARNEY COMPANIES, INC. (LP)																		
	1A - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	35	35	36	39	29	174	35	23	46									
	2A - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	36	33	34	39	29	171	34	23	45									
	3A - Safety Record - Past Performance (Max. 10 points)	10	8	10	10	9	47	9	6	13									
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	3	3	3	14	3	2	4									
	5A - Ability of Team Members to Interface with the County (Max 5 points)	5	4	4	5	3	21	4	3	6	427								3
		88	83	87	96	73													
	Faith Samuels, ISD Non-Voting Chairperson																		
	LP - Local Preference																		

STEP 2 MEETING
December 11, 2013

MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR GRAVITY SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 2
ISD PROJECT NO. PBS-WASD-01

STEP 2 TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE

	NAME OF DESIGN-BUILDERS	Michael Salter	Jorge Fernandez Diaz	Alejandro Alonso	Jacques Rodriguez	Michael Daley	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL		Alternative Base Price Proposal	Adjusted Bid	Total Proposed Ranking	FINAL RANKING
1	Lanzo-Bradshaw Joint Venture (Non-Local)															
	1B - Summary Narative (Max. 5 points)	4	4	5	4	4	21	4	3	6						
	2B - Design and Permitting Approach (Max. 35 points)	31	32	32	33	32	160	32	21	43						
	3B - Construction Execution Approach (Max. 30 points)	27	26	28	28	27	136	27	18	36						
	4B - Environmental Quality Management Approach (Max. 5 points)	4	5	4	5	4	22	4	3	6						
	5B - Safety and Health Approach (Max. 5 points)	5	5	5	4	4	23	5	3	6						
	6B - Operations and Maintenance Considerations (Max. 5 points)	4	5	4	4	4	21	4	3	6						
	7B - Project Schedule Approach (Max. 15 points)	11	14	14	14	13	66	13	9	18						
		86	91	92	92	88	449				449		Base $15,954,935	$35,556,165		2
2	Nicholson Construction Company (LP)															
	1B - Summary Narative (Max. 5 points)	5	5	5	4	4	23	5	3	6						
	2B - Design and Permitting Approach (Max. 35 points)	33	31	33	32	31	160	32	21	43						
	3B - Construction Execution Approach (Max. 30 points)	30	27	29	28	26	140	28	19	37						
	4B - Environmental Quality Management Approach (Max. 5 points)	4	4	5	4	3	20	4	3	5						
	5B - Safety and Health Approach (Max. 5 points)	4	5	4	4	4	21	4	3	6						
	6B - Operations and Maintenance Considerations (Max. 5 points)	5	5	4	4	4	22	4	3	6						
	7B - Project Schedule Approach (Max. 15 points)	13	13	14	13	12	65	13	9	17			Alternate Proposal #7			
		94	90	94	89	84	451				451		$21,038,000	$26,647,745		1
3	Ric-Man Construction, Inc. (LP)															
	1B - Summary Narative (Max. 5 points)	5	5	5	5	5	25	5	3	7						
	2B - Design and Permitting Approach (Max. 35 points)	30	31	32	33	33	159	32	21	42						
	3B - Construction Execution Approach (Max. 30 points)	27	28	28	28	28	139	28	19	37						
	4B - Environmental Quality Management Approach (Max. 5 points)	5	5	5	5	4	24	5	3	6						
	5B - Safety and Health Approach (Max. 5 points)	4	4	5	4	4	21	4	3	6						
	6B - Operations and Maintenance Considerations (Max. 5 points)	4	5	4	5	4	22	4	3	6						
	7B - Project Schedule Approach (Max. 15 points)	12	13	14	14	13	66	13	9	18						
		87	91	93	94	91	456				456		Base $21,107,000	$26,550,428		3
4	Garney Companies, Inc. (LP)															
	1B - Summary Narative (Max. 5 points)	5	4	5	5	4	23	5	3	6						
	2B - Design and Permitting Approach (Max. 35 points)	33	32	33	34	32	164	33	22	43						
	3B - Construction Execution Approach (Max. 30 points)	28	27	29	30	28	142	28	18	36						
	4B - Environmental Quality Management Approach (Max. 5 points)	4	4	4	4	3	24	5	3	6						
	5B - Safety and Health Approach (Max. 5 points)	4	4	5	5	4	22	4	5	11						
	6B - Operations and Maintenance Considerations (Max. 5 points)	5	5	5	5	3	23	5	3	5						
	7B - Project Schedule Approach (Max. 15 points)	8	14	14	15	14	65	13	9	18						
		87	90	95	98	88	458				458		Base $17,377,900	$24,948,012		

Faith Samuels, Chairperson, ISD

LP - Local Preference

DESIGN-BUILD CONTRACT
DESIGN-BUILD SERVICES FOR THE INSTALLATION OF GRAVITY SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 3
PROJECT NUMBER: DB13-WASD-01
CONTRACT NUMBER: 13RMCI002

DESIGN-BUILD CONTRACT

Made as of the ____day of _____ in the year 2014.

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

And the DESIGN-BUILDER:

Name:	Ric-Man Construction, Inc.
FEIN:	38-1943960
Address:	1001 North America Way, Suite 201 Miami, Florida 33132
Phone Number:	305-379-4124
Fax Number:	305-379-4000
E-mail Address:	dmancini@ric-man.com

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

Project: Design-Build Services for the Installation of Gravity Sewer Interceptors for the Master Pump Station No. 3

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

DESIGN-BUILD SERVICES CONTRACT

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	ABBREVIATIONS AND DEFINITIONS	5
1.1	Abbreviations	6
1.2	Definitions	7
ARTICLE 2	INTERPRETATION	15
ARTICLE 3	INTENTION OF THE COUNTY	16
ARTICLE 4	RESPONSIBILITIES OF THE DESIGN-BUILDER	16
ARTICLE 5	THE PROJECT	19
5.1	Location	19
5.2	Term of Contract	20
5.3	The Project Schedule	21
5.4	Project Schedule Submittal	21
5.5	Publishing of Information	22
5.6.	Warranty	22
ARTICLE 6	SUBCONSULTANTS	25
6.1	Services	25
6.2	List of Firms	25
6.3	Replacement of Firms	26
6.4	Contract Measures	26
ARTICLE 7	SUBCONTRACTORS	26
7.1	Services	26
7.2	List of Firms	26
7.3	Replacement of Firms	26
7.4	Contract Measures	27
ARTICLE 8	SUBCONTRACTS	27
8.1	Design-Builder Participation	27
8.2	Sub-Contract Documents	27
ARTICLE 9	THE COUNTY'S RESPONSIBILITIES	27
9.1	Information Furnished	28
9.2	Project Management	28
9.3	Changed or Additional WORK	28
ARTICLE 10	BASIS OF COMPENSATION	28
10.1	Contract Price	29
10.2	Contingency Allowance Account	29
10.3	Dedicated Allowance Account	29
10.4	Markup for Change Orders to the Contract	30

DESIGN-BUILD SERVICES CONTRACT
TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 11	PARTIAL AND FINAL PAYMENT	31
11.1	Progress Payments	31
11.2	Retainage	33
11.3	Final Payment	33
11.4	Prompt Payment	34
11.5	Payment for Additional Work and Services	34
ARTICLE 12	SCOPE OF SERVICES	38
12.1	Scope of Services	38
ARTICLE 13	GENERAL PROVISIONS	39
13.1	Indemnification and Waiver of Liability	39
13.2	Errors and Omissions	41
13.3	Insurance	43
13.4	Performance	44
13.5	Project Suspension or Abandonment	47
13.6	Termination of Contract	47
13.7	Design-Builder's Accounting Records	47
13.8	Ownership and Reuse of the Documents	48
13.9	Compliance with Laws	49
13.10	Miscellaneous Provisions	55
13.11	Successors and Assigns	56
13.12	Dispute Resolution	57
13.13	Certification	59
13.14	Hazardous Conditions	57
13.15	Time Extensions and Delay	58
13.16	Value Engineering After Award	60
13.17	Site Conditions	62
13.18	Notice of Potential Claim	62
13.19	Inspecting and Testing Materials	64
13.20	Corrections of Work or Material	65
13.21	Sovereignty	66
13.22	Entirety of Contract	67
13.23	Severability	67
13.24	Governing Laws Submission to Jurisdiction	67
13.25	Survival	68
13.26	No Waiver	68
13.27	Remedies	68
13.28	Contract Documents	68
13.29	No Third Parties Beneficiaries	68
13.30	Amendments	68
13.31	Headings	68
13.32	Counterparts	69
13.33	Public Records	69
13.34	Employees are the Responsibility of the Designer-Builder	69

SIGNATURES....70

EXHIBITS

EXHIBIT "A"	Project Schedules; Mobilization & Engineering Schedule, and Initial Baseline Project Schedule
EXHIBIT "B"	Letters of Agreement and Schedule of Participation
EXHIBIT "C"	Contract Schedule of Values
EXHIBIT "D"	Performance and Payment Bonds
EXHIBIT "E"	Fair Subcontracting Policies ISD Form No. 9
EXHIBIT "F"	Subcontractor/Supplier Listing ISD Form No. 7
EXHIBIT "G"	Monthly Utilization Report
EXHIBIT "H"	Truth-In-Negotiation Certificate/ Certified Payroll/Labor Rates
EXHIBIT "I"	Conflict of Interest Affidavit

AFFIDAVITS

Vendor Affirmation Affidavit
Collusion Affidavit
Debarment Disclosure
Criminal Record
Public Entity Crimes

ARTICLE 1
ABBREVIATIONS AND DEFINITIONS

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

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

1.1) ABBREVIATIONS:

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

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

1.2) DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION MANAGEMENT/INSPECTION TEAM (DIRECTOR'S DESIGNEE: Is the team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the CONSTRUCTION MANAGEMENT SERVICES, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

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

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

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

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

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

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

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

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

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

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER (DB or DESIGN-BUILD CONTRACTOR or CONTRACTOR): The person, firm, or corporation selected to perform the Work pursuant to this Contract. The DESIGN-BUILDER will be liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and shall not be relieved of the responsibility for the performance of the Project as defined in the Design Criteria Package.

DESIGN CRITERIA PACKAGE: The document provided as part of the Request for Design-Build Services (RDBS), Step Two, Request for Proposal consisting of narrative description, quality standards and references, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project scope of Work and technical requirements for which all DESIGN–BUILDERS are to base their proposals. The Design Criteria Package may be as brief as referencing

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

DESIGN CRITERIA PROFESSIONAL (DESIGN CRITERIA CONSULTANT): A person or firm, employed by the County to provide professional architectural or engineering services in connection with the preparation of the Design Criteria Package and other project related Work. The Design Criteria Professional for this Project is the firm MWH Americas, Inc., currently located at 2937 SW 27 Avenue Suite 107 Miami Fl 33133, serving on behalf of Miami-Dade Water and Sewer Department (MDWASD). The Design-Criteria Professional acts as the COUNTY'S REPRESENTATIVE.

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

DIRECTOR (COUNTY'S REPRESENTATVE): The DIRECTOR of the Miami-Dade Water and Sewer Department (MDWASD) who administers the Contract on behalf of the COUNTY.

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

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable.

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

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

FINAL COMPLETION: The formal written communication from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their reasonably assumed intent, the Project or portion thereof, is in a state such that no further Work or Services are required in accordance with the Contract Documents to render complete, and satisfactory work acceptable to MDWASD including any pending items whether or not they were listed

after Substantial Completion, and all manuals, certifications, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warrantees and guarantees, including any statutory requirements, specified in, or related to the Contract.

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

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

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

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

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

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

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

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

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

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred twenty (120) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the

Project Site. Said authorization from the DIRECTOR or the Director's designee may be included in the Notice to Proceed.

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

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

PERMANENT SUBSURFACE EASEMENT: Underground space required to construct and maintain permanent subsurface facilities.

PERMANENT UTILITY EASEMENT: Area required to construct and maintain utility facilities.

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

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

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

PROJECT INITIATION DATE: The date provided in the Notice to Proceed (NTP) upon which the Contract's time for performance begins.

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

PROPOSAL DOCUMENTS: Documents applicable to and specific to the DESIGN-BUILDER'S Proposal for this Contract, consisting of qualifications data and information, technical narrative descriptions, design and construction data, plans and calculations, commercial data including pricing, insurance and bonding, and forms provided in the Proposal, and other related documents specified in the Contract, and errata and addenda thereto.

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

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

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

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

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

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

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

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

STATE: The State of Florida.

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

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

SUBSTANTIAL COMPLETION: Substantial completion of the proposed gravity interceptor shall be defined as the point when the gravity sewer has been successfully tested, certified and accepted by the Engineer and is ready to be placed in service, all shafts and trenches within the public right-of-way properly backfilled and compacted, the first lift of asphaltic concrete pavement installed and roadways along the route of the project open to vehicular traffic. This point shall be achieved on or before 488 calendar days after the date of the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
INTERPRETATION

2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the Request for Design-Build Services (RDBS) and Design Criteria Package and not mentioned in the Contract shall be of like effect as if shown or mentioned in both.

2.2) Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package unless stated otherwise.

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

2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.

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

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

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

ARTICLE 3
INTENTION OF THE COUNTY

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

ARTICLE 4
RESPONSIBILITIES OF THE DESIGN-BUILDER

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

4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY, and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

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

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

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

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

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

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

4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.

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

4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, subconsultants, and subcontractors at the Work-Site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

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

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

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

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

4.13) The DESIGN-BUILDER, before commencing performance of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities, and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by COUNTY before the DESIGN-BUILDER begins any part of the Work.

4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps,

drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and/or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only, and no responsibility is assumed by the COUNTY, MDWASD or other COUNTY departments or agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs including, but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the DESIGN-BUILDER.

4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5
THE PROJECT

5.1) LOCATION: Alignment 1-Approximately 2,320 linear feet of 48-inch microtunneled Gravity Sewer pipeline along S.W. 2nd Avenue and S.W. 13th Street, from S.W. 11th Street to Brickell Avenue, and approximately 580 linear feet of 54-inch microtunneled Gravity Sewer pipeline along S.W. 11th Street to Pump Station 3. Alignment 2-Approximately 1,340 linear feet of 36-inch microtunneled Gravity Sewer pipeline along SW 2nd Avenue from S.W. 7th Street to SW 11th Street where the 36, 48 and 54-inch pipelines converge. Alignment 3-Approximately 695 linear feet of 30-inch microtunneled Gravity Sewer pipeline along S.W. 8th Street from S.W. 1st Avenue to S.W. 2nd Avenue.

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

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

design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

5.2) TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test, and commission the Work to bring the Work to Substantial Completion within 488 days of the Notice to Proceed (NTP) (the "Substantial Completion Date") and into Final Completion within 548 days from the NTP (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the COUNTY.

5.2.1) COUNTY Contingency Period: The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than 54 Calendar Days from the Notice to Proceed to increase in calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

5.2.1.1) Project Schedule Contract Completion Dates.

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

Engineer, design, permit, construct, install and place into service the new 54, 48, 36 and 30-inch gravity interceptors to Pump Station 3, as required in the Design Criteria Package.

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

Complete all remaining Work under the Contract, including all final restorations, COUNTY approval of as-built and record drawings and other record documentation, and all other remaining Work items identified by the DIRECTOR or the Director's designee for Substantial Completion or thereafter prior to Final Completion.

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

5.2.1.5) DESIGN-BUILDER has utilized a specific NTP date in its proposal schedule, which was evaluated as part of their response to the RDBS, Step 2, Evaluation of Technical and Price Proposals. For any NTP issued prior to or after this date, the Substantial Completion Date and Final Completion Date will maintain the number of days after NTP as indicated above in 5.2 to establish calendar dates for the Substantial Completion Contract Date and the Final Completion Contract Date.

The DESIGN-BUILDER 120 Day Mobilization and Engineering Schedule and the Initial Baseline Project Schedule as agreed by the Owner for

monitoring DESIGN-BUILDER performance of the Project are attached as Exhibit "A" to this Contract

5.2.2 Liquidated Damages:

If DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Date, Liquidated Damages (LDs) will be assessed in the amount of five thousand dollars ($5,000) per calendar day which will be paid to the COUNTY by the DESIGN-BUILDER.

If DESIGN-BUILDER does not achieve Final Completion by the established Final Completion Date, LDs will be assessed in the amount of one thousand five hundred dollars ($1,500) per calendar day which will be paid to the COUNTY by the DESIGN-BUILDER.

If both the Substantial Completion and Final Completion Dates are being exceeded concurrently, the LDs for such dates will be cumulative until the Substantial Completion Date is achieved, after which the liquidated damages alone as associated with the Final Completion Date will continue until the Final Completion is achieved.

LDs for not meeting the required Substantial Completion Date and/or the Final Completion Date will be charged to DESIGN-BUILDER for the number of days that such dates are not achieved. All assessments of LDs to the DESIGN-BUILDER may be adjustments to payments due the DESIGN-BUILDER.

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

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

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

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule covering all details of the entire Project, including all milestone event dates, and submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule prior to the one hundred twenty (120) day period covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera Scheduling software. It shall commence on the NTP, and include the start and completion dates of various activities and major

Project components, the sequence of design and construction, and the contract completion dates for the overall Project. The Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents, and submitted to MDWASD as a requirement to support each pay application.

5.4) PUBLISHING OF INFORMATION: The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish copyright or patent any of the data furnished in compliance with this Contract that being understood that under Article13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", hereof such data or information is the property of the COUNTY.

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

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

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

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

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

5.5.5) MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Article 5.5.6 below.

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

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

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

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

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

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

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

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

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

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

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

5.5.7.1) Prior to disposing of material outside the Work Site, the DESIGN-BUILDER shall obtain written permission from the COUNTY on whose property the disposal is to be made. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof,

together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.

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

5.5.7.3) Where a project or part of the project is located in the City of Miami, in accordance with the City of Miami Code, a special paving bond is required by the City of Miami Public Works Department. The DESIGN-BUILDER shall obtain and execute this bond between itself and the City of Miami. The cost of the bond will not be reimbursed from the dedicated allowance.

5.5.7.4) The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the Site of the Work, or stored subject to or under the control of the COUNTY, as provided in Article 10, BASIS OF COMPENSATION. However, the DESIGN-BUILDER shall be responsible for the security of the material on-Site until the material is incorporated into the Work and accepted by the COUNTY.

ARTICLE 6
SUBCONSULTANTS

6.1) In the event that the DESIGN-BUILDER plans, or its subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subconsultants so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY's best interest.

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

Firm Name: Atkins North America, Inc.
Firm Name: Civil Works, Inc. (CBE)

Firm Name:	E-Science, Incorporated (CBE)
Firm Name:	F.R. Aleman and Associates, Inc. (CBE)
Firm Name:	HR Engineering Services, Inc. (CBE)
Firm Name:	Jacobs Engineering Group Inc.
Firm Name:	Langan Engineering and Environmental Services, Inc.
Firm Name:	Media Relations Group, LLC
Firm Name:	Vertical V- Southeast, Inc.

6.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.

6.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Letters of Agreement as presented in the DESIGN-BUILDER'S proposal for the Project: The total contract measure, including contingency, is two hundred nine thousand, eight hundred twenty-five dollars ($209,825.00).

17.50% Community Business Enterprise (CBE) Goal of the Engineering, Design Permitting, Technical Support During Construction and related Professional Services portions of the Project

ARTICLE 7
SUBCONTRACTORS

7.1) In the event that the DESIGN-BUILDER plans, or its subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subcontractors so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY'S best interest.

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

Firm Name:	Cobalt Construction Group, LLC (CSBE)
Firm Name:	ECO Grouting Specialist
Firm Name:	Homestead Concrete &Drainage, Inc. (CSBE)
Firm Name:	K-Boringen Company
Firm Name:	Ric-Man Construction Florida, Inc.

7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.

7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Schedules of Participation and letter of Intent as presented in the DESIGN-BUILDER's proposal for the Project. The total Contract measure including contingency is one million, two hundred ninety-five thousand, five hundred ninety-nine dollars and twenty cents ($1,295,599.20).

11.20%, Community Small Business Enterprise (CSBE) Goal of the Construction, Testing and Commissioning portion of the Contract

ARTICLE 8
SUBCONTRACTS

8.1) DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.

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

ARTICLE 9
THE COUNTY'S RESPONSIBILITIES

9.1) INFORMATION FURNISHED: The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:

9.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein.

9.2) PROJECT MANAGEMENT:

9.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the Project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that

completed Work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.

9.3) CHANGED OR ADDITIONAL WORK:

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

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

9.3.3) In the case of a MDWASD request for proposal issued by the COUNTY'S REPRESENTATIVE for any changed or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigations or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and the MDWASD does not proceed with the changed or additional Work.

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

ARTICLE 10
BASIS OF COMPENSATION

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

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

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

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

1. DESIGN-BUILD SERVICES

Engineering, Design and Permitting, Technical Support During Construction and other Professional Services:	$ 1,090,000.00
Construction, Testing and Commissioning:	$11,017,000.00
DESIGN-BUILD CONTRACT PRICE (Lump Sum):	$12,107,000.00

10.2) CONTINGENCY ALLOWANCE ACCOUNT

10.2.1) This Project is under a Design-Build Contract for the design and construction of a facility on public property; therefore a Contingency Allowance Account is permissible, per Ordinance No. 00-65. This Contingency Allowance Account, computed as ten percent (10%) of the design-related portion one hundred nine thousand dollars ($109,000.00) of the Contract value plus five percent (5%) of the construction-related portion five hundred fifty thousand, eight hundred fifty dollars ($550,850.00) of the Contract value, will be used by MDWASD, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is six hundred fifty-nine thousand, eight hundred fifty dollars ($659,850.00).

10.3) DEDICATED ALLOWANCE ACCOUNT:

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

10.3.1.1)	Permit Fees	$330,510.00
10.3.1.2)	Unforeseen Hydrocarbon Contamination	$300,000.00
	Maintenance of Traffic	$316,000.00

Total amount of Dedicated Allowance Account items above is nine hundred forty-six thousand, five hundred ten dollars ($946,510.00).

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

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

10.3.4) The sum of the Contingency Account and the Dedicated Allowance Account is one million, six hundred six thousand, three hundred sixty dollars ($1,606,360.00) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to thirteen million, seven hundred thirteen thousand, three hundred sixty dollars ($13,713,360).. Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the total Contract amount.

10.3.5) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may not be authorized under such terms and conditions, and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article10.1.1.

10.4) MARKUP FOR CHANGE ORDERS TO THIS CONTRACT: In the case of any change orders to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and Site overhead including, but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.

10.4.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up a ten percent (10%) mark-up.

10.4.2) For Work and services directly performed by a subconsultant or subcontractors, the subconsultant or subcontractor may add up to a ten percent (10%) mark-up and the DESIGN-BUILDER may provide a markup on all subcontractor and subconsultant costs of five percent (5%).

10.4.3) No markups by DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors.

ARTICLE 11
PARTIAL AND FINAL PAYMENT

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

The DESIGN-BUILDER may request, in writing, the value of labor, equipment and/or materials, supplied by subcontractors, vendors or manufacturers to the DESIGN-BUILDER, that the COUNTY pay this portion of the DESIGN-BUILDER'S monthly progress payment as a joint check, payable to the DESIGN-BUILDER and such subcontractors, suppliers, vendors or manufacturers. Such request must be made monthly, and shall accompany the DESIGN-BUILDER'S monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and shall include the corresponding Monthly Utilization Reports. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER'S subcontractors or material and equipment vendors or suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER'S Surety.

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

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

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

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

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

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

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

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER jointly with the COUNTY'S REPRESENTATIVE shall prepare the application and MDWASD will produce a computer print out to be signed by the DESIGN-BUILDER. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on MDWASD'S form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER'S list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all Work done and materials furnished up to the pay application period ending date of each calendar month and will deduct therefrom the retainage, all liquidated damages assessed during that month in accordance with this Article, if any, and all previous payments and charges,

and the balance will be paid by the COUNTY to the DESIGN-BUILDER on or before the fifteenth (15th) day after the DESIGN-BUILDER signs the pay application. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for its signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER'S invoice for Project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a DESIGN-BUILDER'S Invoice on the format provided by MDWASD with all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in, and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

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

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

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

11.3) FINAL PAYMENT: As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise; that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the

pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be paid.

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for DESIGN-BUILDER signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER'S Invoice and all required documentation, i.e., one (1) original and one (1) copy of the Certified Payroll, two (2) original and one (1) copy of the Monthly Utilization and Employment Data Reports, three (3) Certificates of DESIGN-BUILDER for the previous application and a Final Certificate of DESIGN-BUILDER, and an Affidavit and Final Release from all subcontractors and suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature. The DESIGN-BUILDER may be held in default due to such delay.

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

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

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

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

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

11.5.3) EXTRA WORK/DELETION OF WORK AND PAYMENT THEREFOF

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the

COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

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

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

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

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

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

c) For estimating all labor, a working foreman in direct charge of the specified operations, the DESIGN-BUILDER may charge a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred

percent (100%) of his/her hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

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

As an alternative to the consideration of a proposal as indicated above, the COUNTY'S REPRESENTATIVE may direct that Work be performed at the unit price provided for in the Contract, in the event that Work is of like character and susceptible of classification under a unit price item of the Contract.

All Extra Work performed hereunder will be subject to all of the provisions of the Contract.

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

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

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

No additional compensation shall be due the DESIGN-BUILDER for Extra Work occasioned as a result of differing Site conditions, or as a result of delays, except to the extent specified in Sections 13.14 13.15 and 13.17 of the GENERAL PROVISIONS. If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of

Work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVES in accordance with the procedures specified below.

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

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

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

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

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

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt of said written instructions or decisions, DESIGN-BUILDER shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as just and reasonable and as being within the scope of the DESIGN-BUILDER'S obligations under the Contract

Documents and no further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely DESIGN-BUILDER's written protest to the COUNTY'S REPRESENTATIVE is formally denied.

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

ARTICLE 12
SCOPE OF SERVICES

12.1) SCOPE OF SERVICES: The scope of engineering services will include, but is not limited to, engineering, design, permitting, and inspection to support the construction, installation, testing and commissioning activities associated with the construction of new gravity sewer interceptors to Pump Station No. 3. Engineering and design services will be required to address the following project elements:

Approximately 600 linear feet of tunnel boring to install a 54-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 11th Street from S.W. 2nd Avenue to Pump Station No. 3.

Approximately 2,400 linear feet of tunnel boring to install 48-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 2nd Avenue and S.W. 13th Street, from S.W. 11th Street to Brickell Avenue.

Approximately 1,400 linear feet of tunnel boring to install a 36-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 2nd Avenue, from S.W. 7th Street to S.W. 11th Street.

Approximately 700 linear feet of tunnel boring to install a 30-inch internal diameter pipeline, to be constructed with inert/non-corrosive material, along S.W. 8th Street, from S.W. 1st Avenue to S.W. 2nd Avenue.

In addition, the scope of construction services will include, but is not limited to, providing all the materials, labor, and equipment as well as the management, supervision, quality control, cost and schedule controls, and safety services for the construction/installation of all tunneled piping including launch and retrieval shafts, manholes, junctions, ancillary piping, and tie-in connections to facilitate successful construction and commissioning of the new gravity sewer interceptors for Pump Station No. 3 located at the intersection of S.W. 3rd Avenue and S.W. 11th Street in the City of Miami.

The DESIGN-BUILDER services shall include, but not limited to, providing all professional services, and construction labor, tools, material, equipment, construction equipment, and professional and other services to execute the final design and construction of the Project. Services also include planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing, disinfecting, commissioning, and restoration Work. DESIGN-BUILDER will provide all required project

management, cost and schedule control, field supervision, quality control and assurance, and safety and health services to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Contract Schedule Dates. Any Work and services which may be reasonably assumed as necessary to accomplish this objective shall be supplied by the DESIGN-BUILDER.

The DESIGN-BUILDER must participate in the City of Miami Maintenance of Traffic (MOT) meetings held on a bi-weekly basis at the Miami Riverside Centre, located at 444 S.W. 2nd Avenue, Miami, Florida 33130. The DESIGN-BUILDER shall work with both the City of Miami Public Works Department and the Office of Transportation to develop an MOT plan that will minimize congestion in the area by providing Variable Message Signs for traffic entering the Brickell Area, providing frequent closure updates, accommodating transit needs, and maintaining free flow of through traffic as well as pedestrian access among other requirements.

ARTICLE 13
GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:

13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS

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

or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants and subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of subconsultants and subcontractors Work.

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

13.3) INSURANCE

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

13.3.1.1) Certificate(s) of Insurance, which clearly indicates that the Contractor, has obtained the insurance coverage as required below.

13.3.1.2) Worker's Compensation Insurance: as required by Chapter 440, Florida Statutes.

13.3.1.3) Commercial General Liability Insurance: on a comprehensive basis, in an amount not less than one million dollars ($1,000,000) per occurrence or Bodily Injury and Property Damage combined single limit per occurrence. Insurance shall include coverage for Explosion, Collapse & Underground Hazards. Miami-Dade COUNTY must be shown as an additional insured with respect to this coverage.

13.3.1.4) Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than one million dollars ($1,000,000) per occurrence for Bodily Injury and Property Damage combined single limit per occurrence.

13.3.1.5) Contractor's Professional Indemnity Policy in the name of the DESIGN-BUILDER in an amount not less than one million dollars ($1,000,000).

13.3.2) All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

13.3.2.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by the latest edition of

Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

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

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.
CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W .1 STREET,
SUITE 2340
MIAMI, FL 33128

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

13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract.

13.3.4) The DESIGN-BUILDER shall name the COUNTY, MDWASD, and their officers, employees, agents, and consultants as additional insureds on all insurance policies, with the exception of Professional Insurance Liability.

13.4) PERFORMANCE

13.4.1) PERFORMANCE AND DELEGATION: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY, and such consent shall be in the COUNTY's sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and any subcontractors and subconsultants specifically indicated in the DESIGN-BUILDER'S proposals provided in

response to the RDBS and accepted by the COUNTY, unless otherwise approved in writing by the COUNTY. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as subconsultant or subcontractor or otherwise is subject to written approval by the COUNTY.

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

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

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

13.4.4) UNFINISHED OR INCOMPLETE WORK

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

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

13.5) PROJECT SUSPENSION OR ABANDONMENT

13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days notice to

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

13.6) TERMINATION OF CONTRACT

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

The COUNTY reserves the right to, at its sole discretion, terminate this contract without cause by giving a written Notice of Cancellation by the COUNTY REPRESENTATIVE to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

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

The value of all items of Work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the COUNTY'S REPRESENTATIVE.

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the Work Site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a MDWASD storage yard designated by the COUNTY'S REPRESENTATIVE prior to payment being authorized.

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

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

13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event, partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article13.12 "DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the COUNTY may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

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

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

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of five (5) days after receipt of such Notice to Cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such Notice to Cure, shall provide the DESIGN-BUILDER and its surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the Work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the Work under Contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the Work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

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

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

13.7.1) For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to audited financial statements, balance sheets, and

other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

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

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

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

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

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS

13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.8.2) If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the

COUNTY'S sole risk and holds the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.

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

13.9) COMPLIANCE WITH LAWS

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

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

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

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

13.9.2) In addition to the above requirements in this article, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Contract, including but not limited to:

- Ordinance No. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
- Ordinance 09-68 – Local Certified Services for Disabled Veterans Preference;
- Ordinance No. 02-68 – MDWASD Security Ordinance;
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information);
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender;
- Ordinance No. 90-143 - Responsible Wages and Benefits ;

- Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
- Ordinance No. 92-15 - Drug-free Work place, as amended by Ordinance No. 00-30;
- Ordinance 94-73 - Value Analysis and Life-Cycle Costing;
- Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-35 - Fair Subcontracting Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "E") ;
- Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7 attached as Exhibit "F");
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services;
- Ordinance No. 97-215 - Inspector General;
- Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
- Ordinance No. 03-27 - Cone of Silence;
- Ordinance No. 99-5 - Domestic Violence Leave;
- Ordinance No. 99-152 - False Claim Ordinance;
- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders
- Ordinance No. 00-18 – Debarment;
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00;
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 - Community Business Enterprise Program;
- Ordinance 07-65 – Sustainable Buildings Program;
- Resolution R-385-95 - Policy Prohibiting Contracts with Firms Violating the A.D.A. and other Laws Prohibiting Discrimination on the Basis of Disability A.D.A. Requirements, are a condition of Award, as amended by Resolution R-182-00;
- Resolution R-994-99 - Code of Business Ethics;
- Resolution R-185-00 - Domestic Violence Leave Requirements are a Condition of Award;
- Resolution R-744-00 - Requiring the Continued engagement of critical personnel in contracts for professional services for the duration of the Project;
- Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the DESIGN-BUILDER'S obligation hereunder;
- Administrative Order-3-39 - Acquisition of Professional Services.

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

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

13.9.4) AFFIRMATIVE ACTION

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Internal Services Department and any approved update thereof are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative action specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.

13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS

13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

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

13.9.6.1) According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the

DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The DESIGN-BUILDER shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

period required by statute or by other clauses of this contract. In addition:

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

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

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

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

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

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

13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an

independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and COUNTY in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

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

13.9.8) MONTHLY UTILIZATION REPORT (MUR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file monthly utilization reports with the COUNTY'S contracting department monthly, unless designated otherwise. The MUR is required to accompany every invoice, which is due on or before the tenth (10th) working day following the end of the month that the report covers. The MUR should indicate the amount of contract monies received and paid as a DESIGN-BUILDER, including payments to subconsultants and subcontractors (if applicable), from the COUNTY pursuant to the Project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the Work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Internal Services Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the

format attached hereto and titled "Monthly Utilization Report", attached as Exhibit "G".

13.9.9) CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the Work by the COUNTY, whichever is later. TRUTH IN NEGOTIATION: pursuant to A.O. 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars ($150,000; 287.017 - Category 4), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes, as attached as Exhibit "H".

13.10) MISCELLANEOUS PROVISIONS

13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.

13.10.2) The DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that DESIGN-BUILDER brings into the Site, other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.

13.10.3) FORCE MAJEURE: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the DESIGN-BUILDER which prevents the DESIGN-BUILDER from performing and fulfilling its obligations under this Contract, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event, provided that DESIGN-BUILDER verbally notifies the COUNTY within forty-eight (48) hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within ten (10) days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.

13.10.4) STANDARD OF CARE: In the performance of its services, DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by

other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County.

13.10.5) RESPONSIBILITY FOR OTHERS: DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER subconsultants and subcontractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

13.10.6) RIGHT OF ENTRY: The COUNTY grants to DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-Site to original condition.

13.11) SUCCESSORS AND ASSIGNS

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

13.12) DISPUTE RESOLUTION

13.12.1) Except as otherwise provided in the Contract, any dispute arising under this Contract which is not disposed of by agreement, shall be decided by the DIRECTOR or the DIRECTOR'S designee. The DIRECTOR or the DIRECTOR'S designee shall reduce his or her decision to writing and furnish a copy thereof to the DESIGN-BUILDER. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the DIRECTOR or the DIRECTOR'S Designee's interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance

13.13) CERTIFICATION

13.13.1) The DESIGN-BUILDER certifies that no companies or persons, other than bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S subconsultants and subcontractors, approved by the COUNTY, have been retained or employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved subconsultants and subcontractors, to accomplish the Work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS

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

Upon receiving notice of the presence of suspected Hazardous Conditions, COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include COUNTY retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as a part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article11.5.3 Extra Work and Payment therefore.

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

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

To the fullest extent permitted by law, COUNTY shall indemnify, defend and hold harmless DESIGN-BUILDER, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, Director's, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including

attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work-Site.

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

13.15) TIME EXTENSIONS AND DELAY

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

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

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

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension the DESIGN-BUILDER shall within three (3) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension, and failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the DESIGN-BUILDER of any and all such claims.

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

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

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

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

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

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

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs)

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

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

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

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

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

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

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

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

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

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

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

D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.

E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.

F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

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

13.16.4) Owner's Action.

A. Owner shall notify DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify Design-Builder within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.

B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.

C. If the VEP is not accepted, Owner shall notify DESIGN-BUILDER in writing, explaining the reasons for rejection. DESIGN-BUILDER may

withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.

D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.

E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.

F. DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing.

A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.

B. Payment of any share due DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations

A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.

B. The submission of a VEP by DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.

C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.

D. DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS

13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including, but not limited to the nature or amount of any kind of soil material, the location of any utilities or structures

on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only, and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY, and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.

13.17.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever, Site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent, investigation, in planning or executing the Work. Where Site conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.

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

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

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

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

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

13.18) NOTICE OF POTENTIAL CLAIM

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

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

13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.

13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.

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

13.19) INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test

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

13.20) CORRECTIONS OF WORK OR MATERIAL

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

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

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

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best

practices of the trade; even if the Department for its' convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the Department to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

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

13.21) SOVEREIGNTY

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

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

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

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

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

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

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

(4) To contest, defend against, or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature

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

13.22) ENTIRETY OF CONTRACT

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations, or Contracts, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.23) SEVERABILITY

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

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION

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

13.25) SURVIVAL

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

13.26) NO WAIVER

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

13.27) REMEDIES

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

13.28) CONTRACT DOCUMENTS:

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

13.29) NO THIRD PARTY BENEFICIARIES

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

13.30) AMENDMENTS

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

13.31) HEADINGS

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

13.32) COUNTERPARTS

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

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

13.34) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGNER-BUILDER MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP: The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or **authority to bind the COUNTY in any promise, agreement or representation other than** specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or his designee. All employees engaged in this Project will be required to submit the attached Exhibit "I" "Conflict of Interest Affidavit".

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

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:
Secretary: _____ Signature

_____ Legal Name of Corporation

By: _____ Legal Name of Corporation

_____ Signature

_____ (Corporate Seal)

_____ Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

_____
Risk Management Division

Date: _____

Approved for Legal Sufficiency:

_____
Assistant County Attorney

Date: _____

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

ATTEST:

HARVEY RUVIN
Clerk of the Court

By: Clerk of the Board

_____
Signature

Date: _____

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

CARLOS GIMENEZ
County Mayor

By:

_____
Signature

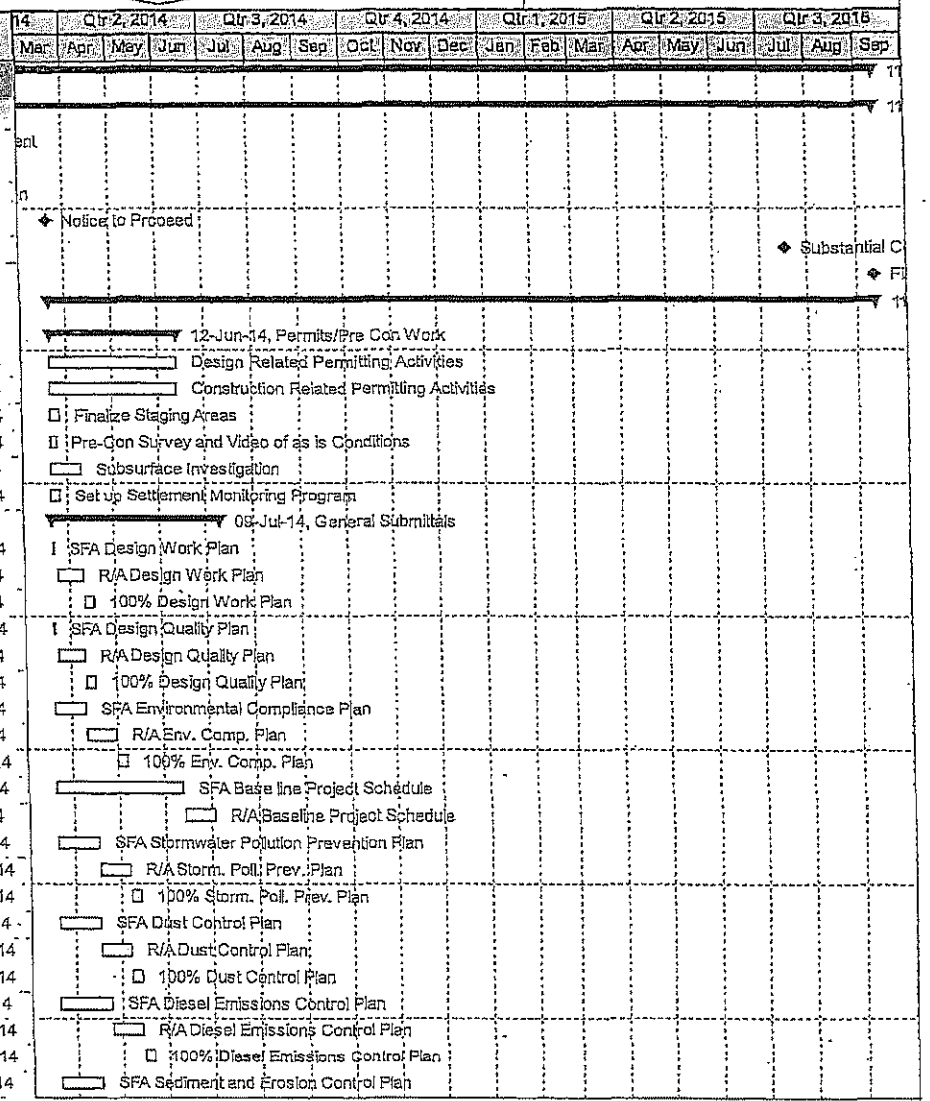
Date: _____

Gravity Sewer Interceptors for Master Pump Station No. 3 - FULL SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
Gravity Sewers Interceptor P.S. #3 - FULL SCHEDULE		504	08-Oct-13	11-Sep-15
Proposal & Planning Phase		504	08-Oct-13	11-Sep-15
P100	Proposal Development	29	08-Oct-13*	15-Nov-13
P200	Submit Proposal	1	18-Nov-13	18-Nov-13
P300	Oral Presentation	1	04-Dec-13	04-Dec-13
P400	Notice to Proceed	0	21-Mar-14*	
P500	Substantial Completion (NTP + 488 = 7/16/2015)	0		17-Jul-15
P600	Final Completion (NTP + 548 = 9/16/2015)	0		11-Sep-15
Work Prior to Construction		386	21-Mar-14	11-Sep-15
Permits/Pre Con Work		60	21-Mar-14	12-Jun-14
P1100	Design Related Permitting Activities	60	21-Mar-14	12-Jun-14
P1400	Construction Related Permitting Activities	60	21-Mar-14	12-Jun-14
P1500	Finalize Staging Areas	5	21-Mar-14	27-Mar-14
P1600	Pre-Con Survey and Video of as is Conditions	2	21-Mar-14	24-Mar-14
P1700	Subsurface Investigation	15	21-Mar-14	10-Apr-14
P1800	Set up Settlement Monitoring Program	5	21-Mar-14	27-Mar-14
General Submittals		79	21-Mar-14	09-Jul-14
S0100	SFA Design Work Plan	1	21-Mar-14	21-Mar-14
S0200	R/A Design Work Plan	14	24-Mar-14	10-Apr-14
S0300	100% Design Work Plan	5	11-Apr-14	17-Apr-14
S0400	SFA Design Quality Plan	1	21-Mar-14	21-Mar-14
S0500	R/A Design Quality Plan	14	24-Mar-14	10-Apr-14
S0600	100% Design Quality Plan	5	11-Apr-14	17-Apr-14
S0700	SFA Environmental Compliance Plan	15	21-Mar-14	10-Apr-14
S0800	R/A Env. Comp. Plan	14	11-Apr-14	30-Apr-14
S0900	100% Env. Comp. Plan	5	01-May-14	07-May-14
S1300	SFA Base line Project Schedule	60	21-Mar-14	12-Jun-14
S1400	R/A Baseline Project Schedule	14	13-Jun-14	02-Jul-14
S1700	SFA Stormwater Pollution Prevention Plan	20	21-Mar-14	17-Apr-14
S1800	R/A Storm. Poll. Prev. Plan	14	18-Apr-14	07-May-14
S1900	100% Storm. Poll. Prev. Plan	5	08-May-14	14-May-14
S2000	SFA Dust Control Plan	20	21-Mar-14	17-Apr-14
S2100	R/A Dust Control Plan	14	18-Apr-14	07-May-14
S2200	100% Dust Control Plan	5	08-May-14	14-May-14
S2300	SFA Diesel Emissions Control Plan	25	21-Mar-14	24-Apr-14
S2400	R/A Diesel Emissions Control Plan	14	25-Apr-14	14-May-14
S2500	100% Diesel Emissions Control Plan	5	15-May-14	21-May-14
S2600	SFA Sediment and Erosion Control Plan	20	21-Mar-14	17-Apr-14



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

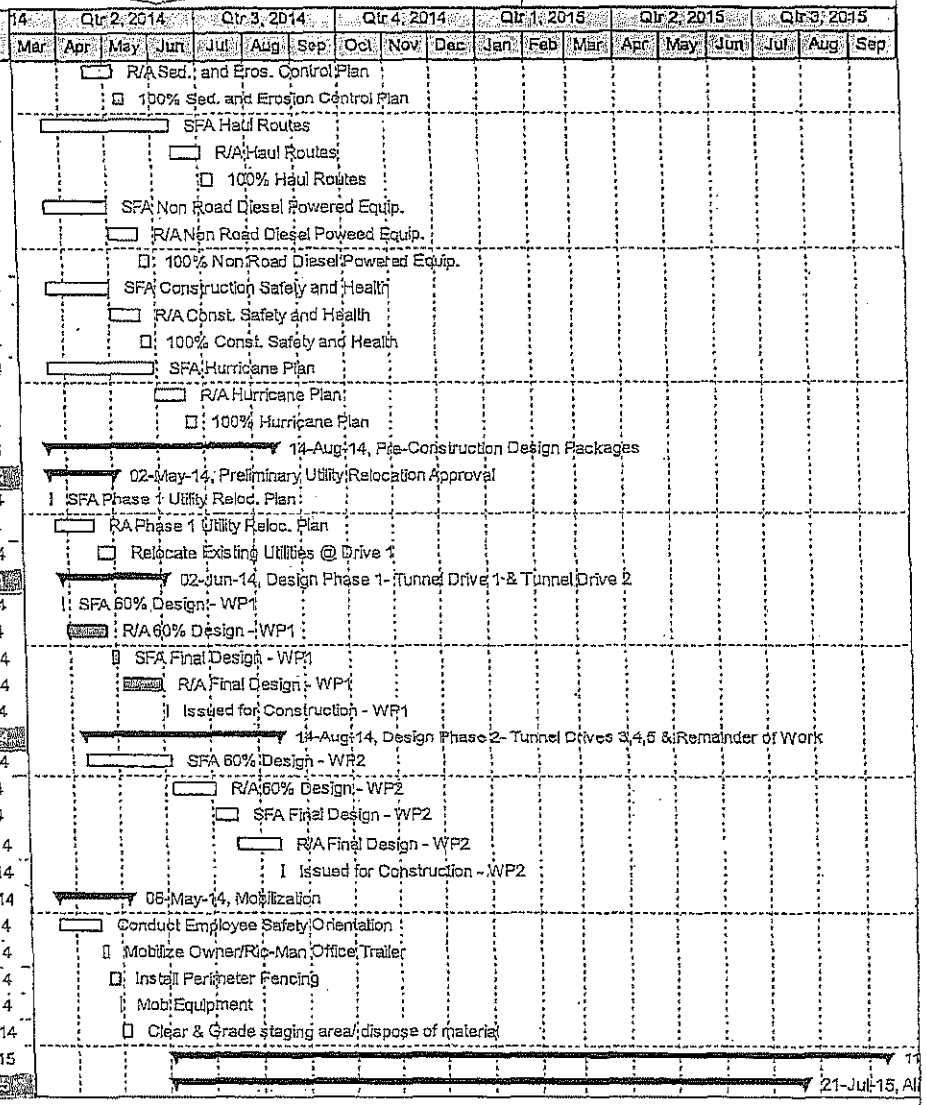
EXHIBIT A

Gravity Sewer Interceptors for Master Pump Station No. 3 - FULL SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
S2700	R/A Sed. and Eros. Control Plan	14	18-Apr-14	07-May-14
S2800	100% Sed. and Erosion Control Plan	5	08-May-14	14-May-14
S2900	SFA Haul Routes	60	21-Mar-14	12-Jun-14
S3000	R/A Haul Routes	14	13-Jun-14	02-Jul-14
S3100	100% Haul Routes	5	03-Jul-14	09-Jul-14
S3200	SFA Non Road Diesel Powered Equip.	30	21-Mar-14	01-May-14
S3300	R/A Non Road Diesel Poweed Equip.	14	02-May-14	21-May-14
S3400	100% Non Road Diesel Powered Equip.	5	22-May-14	28-May-14
S3500	SFA Construction Safety and Health	30	21-Mar-14	01-May-14
S3600	R/A Const. Safety and Health	14	02-May-14	21-May-14
S3700	100% Const. Safety and Health	5	22-May-14	28-May-14
S3800	SFA Hurricane Plan	50	21-Mar-14	29-May-14
S3900	R/A Hurricane Plan	14	30-May-14	18-Jun-14
S4000	100% Hurricane Plan	5	19-Jun-14	25-Jun-14
Pre-Construction Design Packages		105	21-Mar-14	14-Aug-14
Preliminary Utility Relocation Approval		31	21-Mar-14	02-May-14
UR0100	SFA Phase 1 Utility Reloc. Plan	1	21-Mar-14	21-Mar-14
UR0110	R/A Phase 1 Utility Reloc. Plan	20	24-Mar-14	18-Apr-14
UR0120	Relocate Existing Utilities @ Drive 1	10	21-Apr-14	02-May-14
Design Phase 1- Tunnel Drive 1 & Tunnel Drive 2		47	28-Mar-14	02-Jun-14
WP1-110	SFA 60% Design - WP1	1	28-Mar-14	28-Mar-14
WP1-210	R/A 60% Design - WP1	20	31-Mar-14	25-Apr-14
WP1-310	SFA Final Design - WP1	5	28-Apr-14	02-May-14
WP1-410	R/A Final Design - WP1	20	05-May-14	30-May-14
WP1-610	Issued for Construction - WP1	1	02-Jun-14	02-Jun-14
Design Phase 2- Tunnel Drives 3,4,5 & Remainder of Work		90	10-Apr-14	14-Aug-14
WP2-120	SFA 60% Design - WP2	40	10-Apr-14	04-Jun-14
WP2-220	R/A 60% Design - WP2	20	05-Jun-14	02-Jul-14
WP2-320	SFA Final Design - WP2	10	03-Jul-14	16-Jul-14
WP2-420	R/A Final Design - WP2	20	17-Jul-14	13-Aug-14
WP2-620	Issued for Construction - WP2	1	14-Aug-14	14-Aug-14
Mobilization		33	21-Mar-14	06-May-14
M1900	Conduct Employee Safety Orientation	20	21-Mar-14	17-Apr-14
M2000	Mobilize Owner/Ric-Man Office Trailer	2	18-Apr-14	21-Apr-14
M2200	Install Perimeter Fencing	5	22-Apr-14	28-Apr-14
M2210	Mob Equipment	1	29-Apr-14	29-Apr-14
M2220	Clear & Grade staging area/ dispose of material	5	30-Apr-14	06-May-14
Construction		334	03-Jun-14	11-Sep-15
Alignment 1 (through)		298	03-Jun-14	21-Jul-15



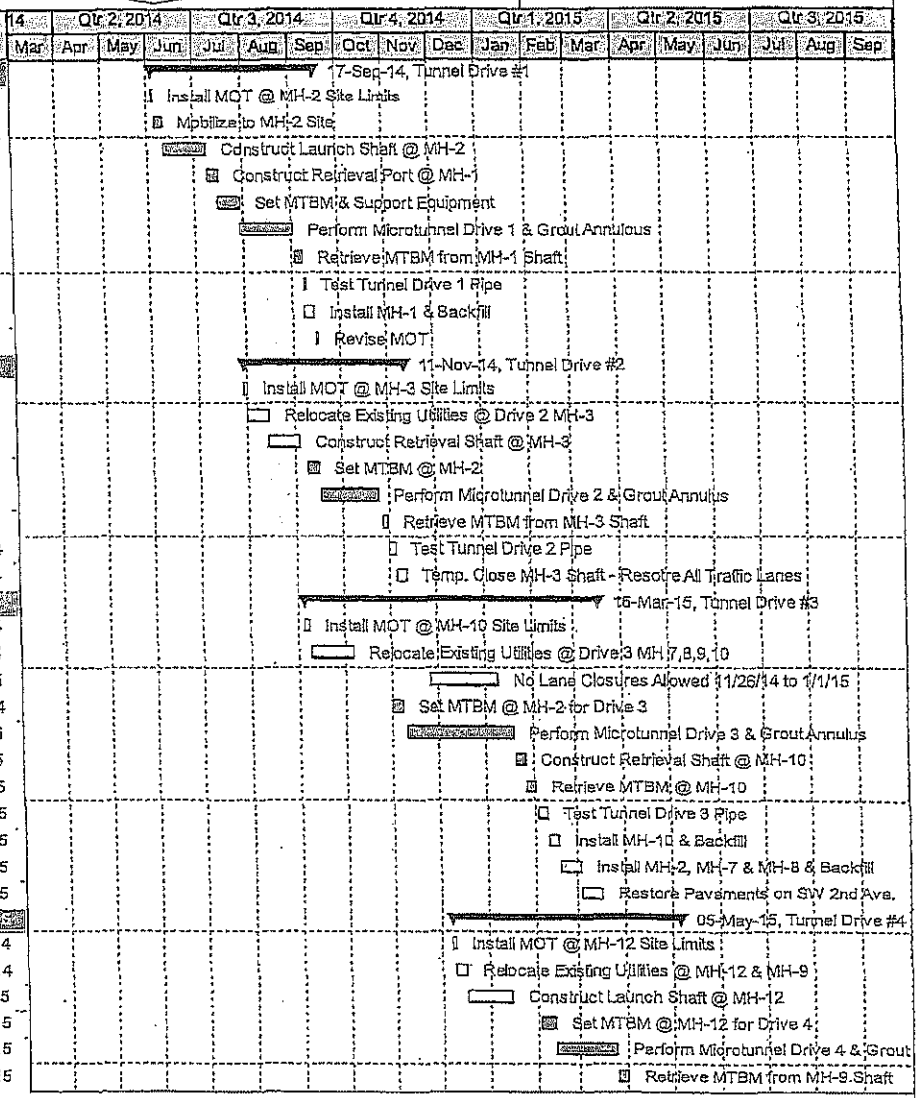
Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Gravity Sewer Interceptors for Master Pump Station No. 3 - FULL SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
Tunnel Drive #1		77	03-Jun-14	17-Sep-14
TD11000	Install MOT @ MH-2 Site Limits	2	03-Jun-14	04-Jun-14
TD11020	Mobilize to MH-2 Site	4	05-Jun-14	10-Jun-14
TD11030	Construct Launch Shaft @ MH-2	20	11-Jun-14	08-Jul-14
TD11040	Construct Retrieval Port @ MH-1	5	09-Jul-14	15-Jul-14
TD11050	Set MTBM & Support Equipment	10	16-Jul-14	29-Jul-14
TD11060	Perform Microtunnel Drive 1 & Grout Annulous	25	30-Jul-14	02-Sep-14
TD11070	Retrieve MTBM from MH-1 Shaft	4	03-Sep-14	08-Sep-14
TD11075	Test Tunnel Drive 1 Pipe	2	09-Sep-14	10-Sep-14
TD11080	Install MH-1 & Backfill	5	09-Sep-14	15-Sep-14
TD11090	Revise MOT	2	16-Sep-14	17-Sep-14
Tunnel Drive #2		59	30-Jul-14	11-Nov-14
TD21190	Install MOT @ MH-3 Site Limits	2	30-Jul-14	31-Jul-14
TD21200	Relocate Existing Utilities @ Drive 2 MH-3	10	01-Aug-14	14-Aug-14
TD21210	Construct Retrieval Shaft @ MH-3	15	15-Aug-14	04-Sep-14
TD21220	Set MTBM @ MH-2	6	09-Sep-14	16-Sep-14
TD21230	Perform Microtunnel Drive 2 & Grout Annulus	28	17-Sep-14	24-Oct-14
TD21240	Retrieve MTBM from MH-3 Shaft	4	27-Oct-14	30-Oct-14
TD21250	Test Tunnel Drive 2 Pipe	3	31-Oct-14	04-Nov-14
TD21260	Temp. Close MH-3 Shaft - Resotre All Traffic Lanes	5	05-Nov-14	11-Nov-14
Tunnel Drive #3		130	05-Sep-14	16-Mar-15
TD31100	Install MOT @ MH-10 Site Limits	2	05-Sep-14	08-Sep-14
TD31110	Relocate Existing Utilities @ Drive 3 MH 7,8,9,10	20	09-Sep-14	06-Oct-14
TD31115	No Lane Closures Allowed 11/26/14 to 1/1/15	33	26-Nov-14*	09-Jan-15
TD31120	Set MTBM @ MH-2 for Drive 3	6	31-Oct-14	07-Nov-14
TD31130	Perform Microtunnel Drive 3 & Grout Annulus	51	10-Nov-14	19-Jan-15
TD31140	Construct Retrieval Shaft @ MH-10	5	20-Jan-15	26-Jan-15
TD31150	Retrieve MTBM @ MH-10	5	27-Jan-15	02-Feb-15
TD31152	Test Tunnel Drive 3 Pipe	5	03-Feb-15	09-Feb-15
TD31160	Install MH-10 & Backfill	5	10-Feb-15	16-Feb-15
TD31170	Install MH-2, MH-7 & MH-8 & Backfill	10	17-Feb-15	02-Mar-15
TD31180	Restore Pavements on SW 2nd Ave.	10	03-Mar-15	16-Mar-15
Tunnel Drive #4		104	08-Dec-14	05-May-15
TD41360	Install MOT @ MH-12 Site Limits	2	08-Dec-14	09-Dec-14
TD41370	Relocate Existing Utilities @ MH-12 & MH-9	5	10-Dec-14	16-Dec-14
TD41380	Construct Launch Shaft @ MH-12	22	17-Dec-14	15-Jan-15
TD41390	Set MTBM @ MH-12 for Drive 4	8	03-Feb-15	12-Feb-15
TD41400	Perform Microtunnel Drive 4 & Grout Annulus	28	13-Feb-15	24-Mar-15
TD41410	Retrieve MTBM from MH-9 Shaft	5	25-Mar-15	31-Mar-15



Actual Work · Critical Remaining Work · Summary

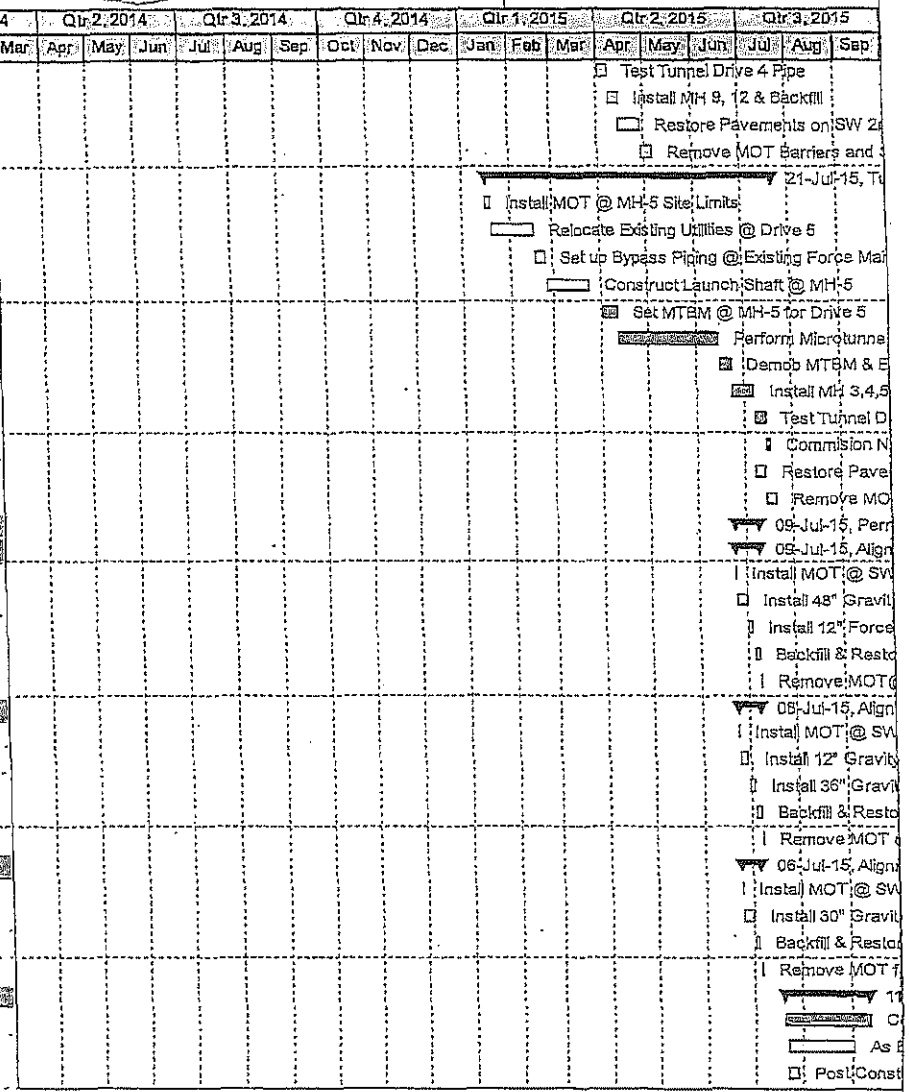
Remaining Work · Milestone

Gravity Sewer Interceptors for Master Pump Station No. 3 - FULL SCHEDULE

RIC-MAR CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
TD41411	Test Tunnel Drive 4 Pipe	5	01-Apr-15	07-Apr-15
TD41420	Install MH 9, 12 & Backfill	5	08-Apr-15	14-Apr-15
TD41430	Restore Pavements on SW 2nd & SW 8th Streets	10	15-Apr-15	28-Apr-15
TD41440	Remove MOT Barriers and Signage.	5	29-Apr-15	05-May-15
Tunnel Drive #5		138	16-Jan-15	21-Jul-15
TD51250	Install MOT @ MH-5 Site Limits	2	16-Jan-15	19-Jan-15
TD51260	Relocate Existing Utilities @ Drive 5	20	20-Jan-15	16-Feb-15
TD51270	Set up Bypass Piping @ Existing Force Main	5	17-Feb-15	23-Feb-15
TD51290	Construct Launch Shaft @ MH-5	20	24-Feb-15	23-Mar-15
TD51300	Set MTBM @ MH-5 for Drive 5	8	01-Apr-15	10-Apr-15
TD51310	Perform Microtunnel Drive 5 & Grout Annulus	56	11-Apr-15	15-Jun-15
TD51320	Demob MTBM & Equip.	6	16-Jun-15	23-Jun-15
TD51330	Install MH 3,4,5 & Backfill	10	24-Jun-15	07-Jul-15
TD51333	Test Tunnel Drive 5 Pipe	5	08-Jul-15	14-Jul-15
TD51335	Commision New Gravity Sewer System	3	15-Jul-15	17-Jul-15
TD51340	Restore Pavements on SW 13th Street	5	08-Jul-15	14-Jul-15
TD51350	Remove MOT Barriers from 13th Street	5	15-Jul-15	21-Jul-15
Permanent Connections		12	24-Jun-15	09-Jul-15
Alignment 1		12	24-Jun-15	09-Jul-15
A1480	Install MOT @ SW 13th & Brickell	1	24-Jun-15	24-Jun-15
A1490	Install 48" Gravity Sewer MH-5 to Existing	6	25-Jun-15	01-Jul-15
A1500	Install 12" Force Main Connection @ MH-5	3	02-Jul-15	04-Jul-15
A1510	Backfill & Restore Pavements	3	06-Jul-15	08-Jul-15
A1520	Remove MOT@ SW 13th & Brickell	1	09-Jul-15	09-Jul-15
Alignment 2		11	24-Jun-15	08-Jul-15
A1530	Install MOT @ SW 2nd Ave. & SW 7th St.	1	24-Jun-15	24-Jun-15
A1540	Install 12" Gravity Sewer Open Cut	4	25-Jun-15	29-Jun-15
A1550	Install 36" Gravity Sewer Open Cut	4	30-Jun-15	03-Jul-15
A1560	Backfill & Restore Pavement	3	04-Jul-15	07-Jul-15
A1570	Remove MOT @ SW 2nd Ave. 7 SW 7th St.	1	08-Jul-15	08-Jul-15
Alignment 3		9	24-Jun-15	06-Jul-15
A1580	Install MOT @ SW 1st Ave & SW 8th St.	1	24-Jun-15	24-Jun-15
A1590	Install 30" Gravity Sewer & MH-13	6	25-Jun-15	01-Jul-15
A1600	Backfill & Restore Pavements	3	02-Jul-15	04-Jul-15
A1610	Remove MOT from SW 1st Ave. & SW 8th St.	1	06-Jul-15	06-Jul-15
Closeout		40	20-Jul-15	11-Sep-15
A1450	Certified Project Record Documents	40	20-Jul-15	11-Sep-15
A1460	As Built Drawings	30	22-Jul-15	01-Sep-15
A1470	Post Construction Video	5	22-Jul-15	28-Jul-15



Actual Work · Critical Remaining Work · Summary · Remaining Work · Milestone

b) Mobilization and Engineering Schedule

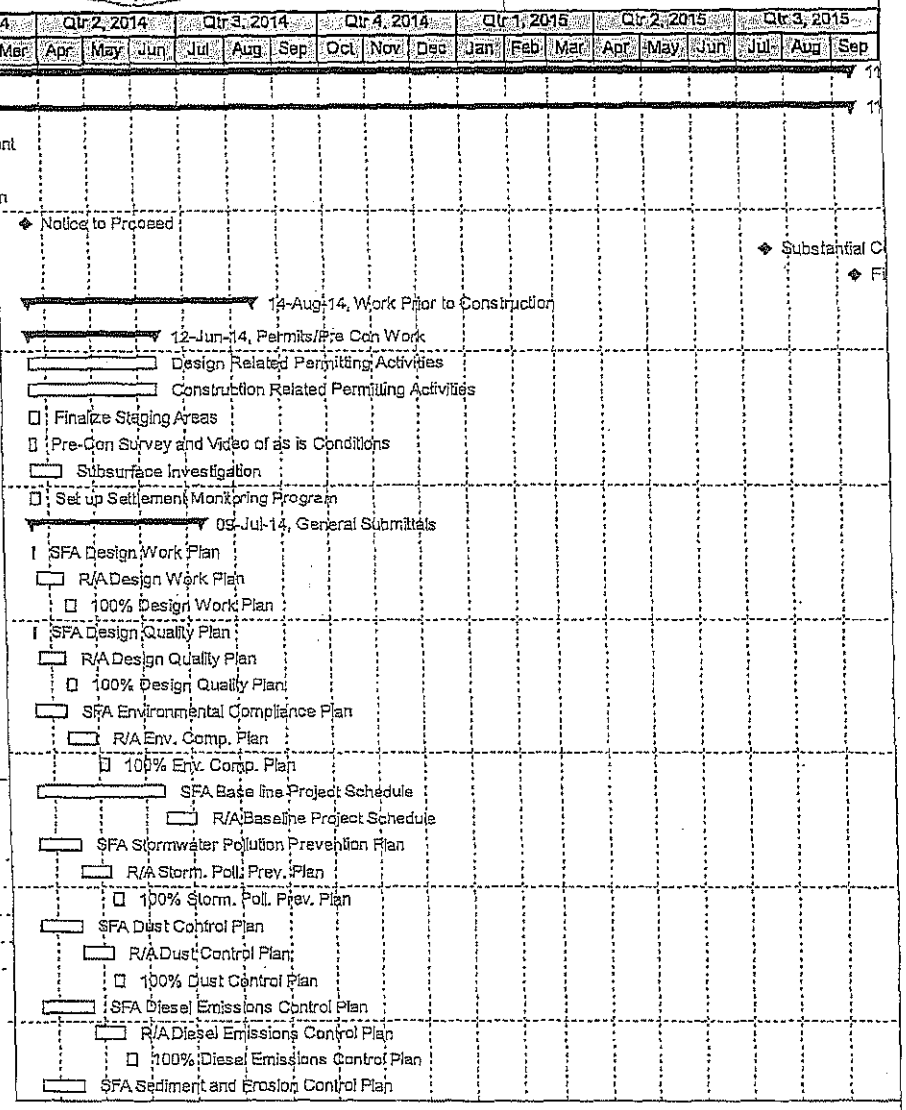
The specific mobilization, engineering, design and permitting activities to be conducted in the first 120 days after Notice to Proceed are detailed in the following schedule:

Gravity Sewer Interceptors for Master Pump Station No. 3 - FIRST 120 DAYS SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
Gravity Sewers Interceptor PS #3 - 120 DAY SCHE				
Proposal & Planning Phase		504	08-Oct-13	11-Sep-15
P100	Proposal Development	29	08-Oct-13*	15-Nov-13
P200	Submit Proposal	1	18-Nov-13	18-Nov-13
P300	Oral Presentation	1	04-Dec-13	04-Dec-13
P400	Notice to Proceed	0	21-Mar-14*	
P500	Substantial Completion (NTP + 488 = 7/18/2015)	0		17-Jul-15
P600	Final Completion (NTP + 548 = 9/16/2015)	0		11-Sep-15
Work Prior to Construction		105	21-Mar-14	14-Aug-14
Permits/Pre Con Work		60	21-Mar-14	12-Jun-14
P1100	Design Related Permitting Activities	60	21-Mar-14	12-Jun-14
P1400	Construction Related Permitting Activities	60	21-Mar-14	12-Jun-14
P1500	Finalize Staging Areas	5	21-Mar-14	27-Mar-14
P1600	Pre-Con Survey and Video of as is Conditions	2	21-Mar-14	24-Mar-14
P1700	Subsurface Investigation	15	21-Mar-14	10-Apr-14
P1800	Set up Settlement Monitoring Program	5	21-Mar-14	27-Mar-14
General Submittals		79	21-Mar-14	09-Jul-14
S0100	SFA Design Work Plan	1	21-Mar-14	21-Mar-14
S0200	R/A Design Work Plan	14	24-Mar-14	10-Apr-14
S0300	100% Design Work Plan	5	11-Apr-14	17-Apr-14
S0400	SFA Design Quality Plan	1	21-Mar-14	21-Mar-14
S0500	R/A Design Quality Plan	14	24-Mar-14	10-Apr-14
S0600	100% Design Quality Plan	5	11-Apr-14	17-Apr-14
S0700	SFA Environmental Compliance Plan	15	21-Mar-14	10-Apr-14
S0800	R/A Env. Comp. Plan	14	11-Apr-14	30-Apr-14
S0900	100% Env. Comp. Plan	5	01-May-14	07-May-14
S1300	SFA Base line Project Schedule	60	21-Mar-14	12-Jun-14
S1400	R/A Baseline Project Schedule	14	13-Jun-14	02-Jul-14
S1700	SFA Stormwater Pollution Prevention Plan	20	21-Mar-14	17-Apr-14
S1800	R/A Storm. Poll. Prev. Plan	14	18-Apr-14	07-May-14
S1900	100% Storm. Poll. Prev. Plan	5	08-May-14	14-May-14
S2000	SFA Dust Control Plan	20	21-Mar-14	17-Apr-14
S2100	R/A Dust Control Plan	14	18-Apr-14	07-May-14
S2200	100% Dust Control Plan	5	08-May-14	14-May-14
S2300	SFA Diesel Emissions Control Plan	25	21-Mar-14	24-Apr-14
S2400	R/A Diesel Emissions Control Plan	14	25-Apr-14	14-May-14
S2500	100% Diesel Emissions Control Plan	5	15-May-14	21-May-14
S2600	SFA Sediment and Erosion Control Plan	20	21-Mar-14	17-Apr-14



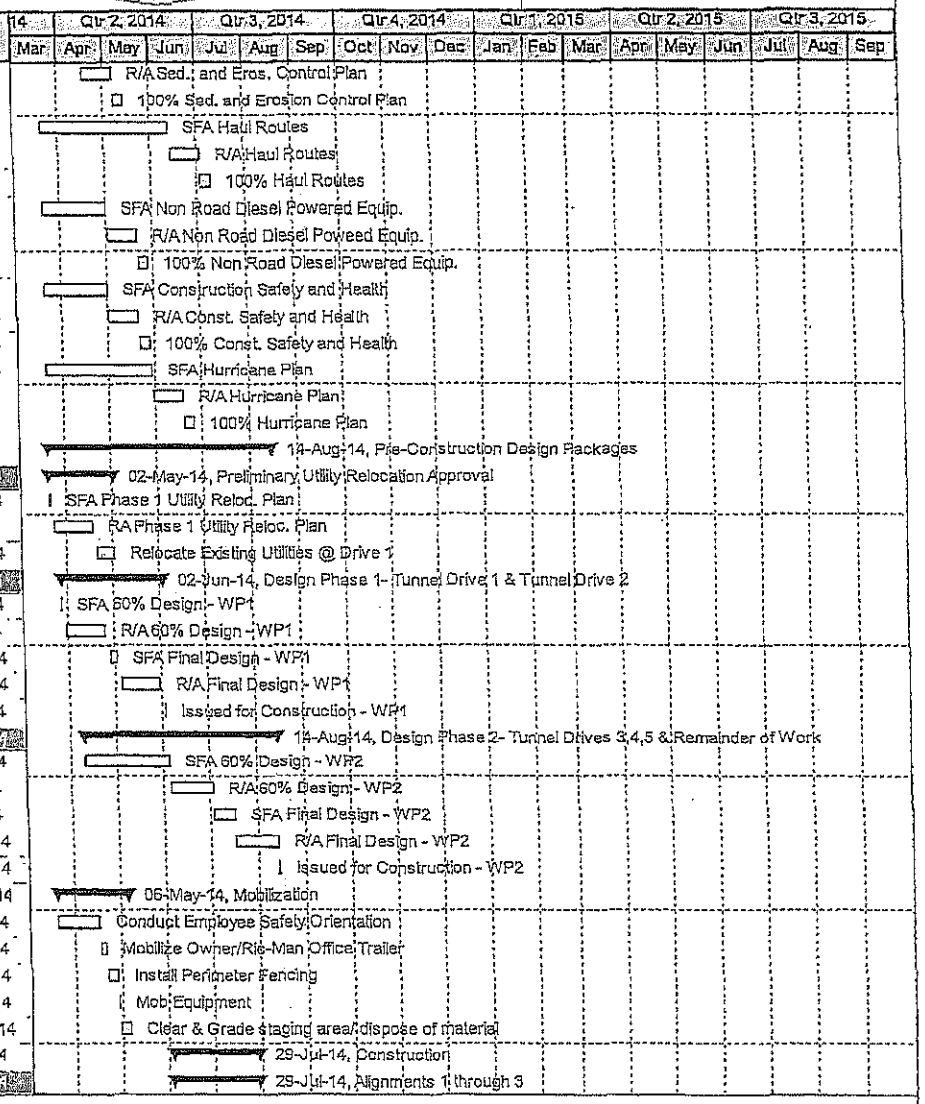
Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Gravity Sewer Interceptors for Master Pump Station No. 3 - FIRST 120 DAYS SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
S2700	R/A Sed. and Eros. Control Plan	14	18-Apr-14	07-May-14
S2800	100% Sed. and Erosion Control Plan	5	08-May-14	14-May-14
S2900	SFA Haul Routes	60	21-Mar-14	12-Jun-14
S3000	R/A Haul Routes	14	13-Jun-14	02-Jul-14
S3100	100% Haul Routes	5	03-Jul-14	09-Jul-14
S3200	SFA Non Road Diesel Powered Equip.	30	21-Mar-14	01-May-14
S3300	R/A Non Road Diesel Poweed Equip.	14	02-May-14	21-May-14
S3400	100% Non Road Diesel Powered Equip.	5	22-May-14	28-May-14
S3500	SFA Construction Safety and Health	30	21-Mar-14	01-May-14
S3600	R/A Const. Safety and Health	14	02-May-14	21-May-14
S3700	100% Const. Safety and Health	5	22-May-14	28-May-14
S3800	SFA Hurricane Plan	50	21-Mar-14	29-May-14
S3900	R/A Hurricane Plan	14	30-May-14	18-Jun-14
S4000	100% Hurricane Plan	5	19-Jun-14	25-Jun-14
Pre-Construction Design Packages		105	21-Mar-14	14-Aug-14
Preliminary Utility Relocation Approval		51	21-Mar-14	02-May-14
UR0100	SFA Phase 1 Utility Reloc. Plan	1	21-Mar-14	21-Mar-14
UR0110	RA Phase 1 Utility Reloc. Plan	20	24-Mar-14	18-Apr-14
UR0120	Relocate Existing Utilities @ Drive 1	10	21-Apr-14	02-May-14
Design Phase 1 - Tunnel Drive 1 & Tunnel Drive 2		47	28-Mar-14	02-Jun-14
WP1-110	SFA 60% Design - WP1	1	28-Mar-14	28-Mar-14
WP1-210	R/A 60% Design - WP1	20	31-Mar-14	25-Apr-14
WP1-310	SFA Final Design - WP1	5	28-Apr-14	02-May-14
WP1-410	R/A Final Design - WP1	20	05-May-14	30-May-14
WP1-610	Issued for Construction - WP1	1	02-Jun-14	02-Jun-14
Design Phase 2 - Tunnel Drives 3,4,5 & Remainder of Work		41	10-Apr-14	14-Aug-14
WP2-120	SFA 60% Design - WP2	40	10-Apr-14	04-Jun-14
WP2-220	R/A 60% Design - WP2	20	05-Jun-14	02-Jul-14
WP2-320	SFA Final Design - WP2	10	03-Jul-14	16-Jul-14
WP2-420	R/A Final Design - WP2	20	17-Jul-14	13-Aug-14
WP2-620	Issued for Construction - WP2	1	14-Aug-14	14-Aug-14
Mobilization		33	21-Mar-14	06-May-14
M1900	Conduct Employee Safety Orientation	20	21-Mar-14	17-Apr-14
M2000	Mobilize Owner/Ric-Man Office Trailer	2	18-Apr-14	21-Apr-14
M2200	Install Perimeter Fencing	5	22-Apr-14	28-Apr-14
M2210	Mob Equipment	1	29-Apr-14	29-Apr-14
M2220	Clear & Grade staging area/ dispose of material	5	30-Apr-14	06-May-14
Construction		41	03-Jun-14	29-Jul-14
Alignments 1 through 3		48	03-Jun-14	29-Jul-14



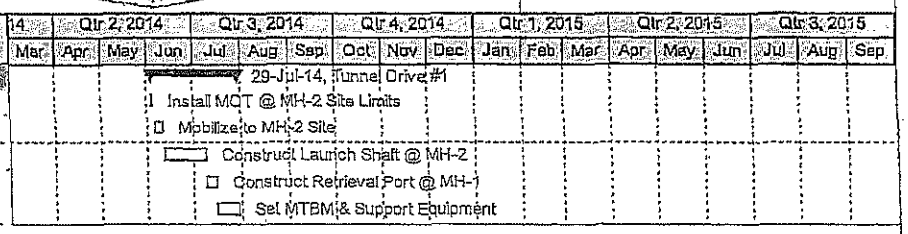
Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Gravity Sewer Interceptors for Master Pump Station No. 3 - FIRST 120 DAYS SCHEDULE

RIC-MAN CONST. INC. MIAMI, FLORIDA

DB13-WASD-01

Activity ID	Activity Name	Original Duration	Start	Finish
Tunnel Drive #1		21	03-Jun-14	29-Jul-14
TD11000	Install MOT @ MH-2 Site Limits	2	03-Jun-14	04-Jun-14
TD11020	Mobilize to MH-2 Site	4	05-Jun-14	10-Jun-14
TD11030	Construct Launch Shaft @ MH-2	20	11-Jun-14	08-Jul-14
TD11040	Construct Retrieval Port @ MH-1	5	09-Jul-14	15-Jul-14
TD11050	Set MTBM & Support Equipment	10	16-Jul-14	29-Jul-14



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

d) *Proposed Schedule of Values*

In the following pages is provided the Proposed Schedule of Values, in accordance with specifications, to be used as basis for progress payment in accordance with contract.

EXHIBIT B

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Ric-Man Construction, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB13-WASD-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-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 CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: F.R. Aleman and Associates, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
F.R. Aleman and Associates, Inc.	15285	5/31/2016	15.01, 15.03	2%

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

Ric-Man Construction/

Proposer's / Design Builder Signature — Daniel Mancini, Vice President (Proposer's / Design-Builder's Name/Title (Print)) — 11-11-13 (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

Jacobs Engineering Group Inc.

Lead A/E Firm Signature — David L. Adair, Project Principal (Lead A/E Firm Name/Title (Print)) — 11/11/13 (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE 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.

CBE Subconsultant Signature — 11/11/2013 Date

Amazia L. Kiboko, P.E., PTOE, Vice President
CBE Subconsultant Name (Print) — Title

F.R. Aleman & Associates, Inc.
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Ric-Man Construction, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB13-WASD-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-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 CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: HR Engineering Services, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
HR Engineering, Inc.	1100	6/30/2014	9.01, 9.02	1%

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

Ric-Man Construction/
Daniel Mancini, Vice President — 11-11-13

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

Jacobs Engineering Group Inc.
David L. Adair, Project Principal — 11/11/13

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE 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.

CBE Subconsultant Signature — 11/11/2013 Date

Hernando R. Ramos, P.E. — President

CBE Subconsultant Name (Print) — Title

HR Engineering Services, Inc.
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Ric-Man Construction, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB13-WASD-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-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 CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: E-Sciences, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
E-Sciences, Inc.	13869	2/28/2015	10.02, 10.05	0.5%

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

Proposer's / Design Builder Signature — Ric-Man Construction/ Daniel Mancini, Vice President (Proposer's / Design-Builder's Name/Title (Print)) — 11-11-13 (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 — Jacobs Engineering Group Inc. David L. Adair, Project Principal (Lead A/E Firm Name/Title (Print)) — 11/11/13 (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE 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.

CBE Subconsultant Signature — 11/11/12 Date

James S. Bassett, PE — Principal
CBE Subconsultant Name (Print) — Title

E Sciences, Incorporated
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

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

From: Ric-Man Construction, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB13-WASD-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-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 CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Civil Works, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Civil Works, Inc.	530	10/31/2014	3.04, 3.05, 16.00	15%

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

Ric-Man Construction/

Proposer's / Design Builder Signature — Daniel Manoini, Vice President (Proposer's / Design-Builder's Name/Title (Print)) — 11-11-13 (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

Jacobs Engineering Group Inc.

Lead A/E Firm Signature — David L. Adair, Project Principal (Lead A/E Firm Name/Title (Print)) — 11/11/13 (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE 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.

CBE Subconsultant Signature — Nov 11, 2013 (Date)

Linda M. Bell, P.E. — President
CBE Subconsultant Name (Print) — Title

Civil Works, Inc.
Name of CBE-A/E Firm

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

Name of Prime Contractor Firm: Ric-Man Construction, Inc
Contact Person: Daniel J LaCross
Address: 1001 North America Way Suite 201, Miami Florida 33132
Phone: 305-379-4121 Fax: 305-379-4000
Project Name: Design Build Services for Gravity Sewer Interceptors For Master Pump Station NO 3
Project Number: ISD Project DB13-WASD-01
CSBE Contract Measure: 11.2%

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

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Ric-Man Construction				
			Prime Contractor Total Percentage:	

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

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up Yes	CSBE Make-Up No	Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
Cobalt Construction Group LLC	13403	10/31/2014		X	Site preparation and material Transportation	7.20%	
					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
	Daniel Mancini	Vice President	11/07/13

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

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Luis Felipe Romo	C.O.O.	11/4/13

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

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

DBD 400 (Revised 06/10)

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

Name of Prime Contractor Firm: Ric-Man Construction, Inc
Contact Person: Daniel J LaCross
Address: 1001 North America Way Suite 201, Miami Florida 33132
Phone: 305-379-4321 Fax: 305-379-4000
Project Name: Design Build Services for Gravity Sewer Interceptors For Master Pump Station NO 3
Project Number: ISD Project-DB13-WASD-01
CSBE Contract Measure: 11.2%

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

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Ric-Man Construction				
			Prime Contractor Total Percentage:	

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

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up Yes	CSBE Make-Up No	Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
Homestead Concrete and drainage	1155	05/31/2015		X	Concrete supply and form work	7.0%	
					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
	Daniel Mancini	Vice President	11/07/13

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

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Alfredo Rodriguez	President	11/04/13

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

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

DBD 400 (Revised 06/10)

EXHIBIT C

DB13-WASD-01 GRAVITY INTERCEPTORS FOR P.S. 3
SCHEDULE OF VALUES

		Prices
1	Engineering & Design	$1,042,108
2	Permitting	$47,892
3	Mobilization & demobilization	$779,352
4	Tunnel Drive 1	$1,646,011
5	Tunnel Drive 2	$1,343,579
6	Tunnel Drive 3	$2,634,407
7	Tunnel Drive 4	$1,478,855
8	Tunnel Drive 5	$2,662,806
9	Permanent Connections	$404,531
10	Closeout	$67,458
		$12,107,000

4	Tunnel Drive # 1	1,646,011.04
a	Install MOT at MH-2 site limits	26,949.88
b	Mobilize to MH-2 Site	32,618.48
c	Construct Launch Shaft at MH-2	432,899.44
d	Construct Retrieval Port at MH-1	30,705.11
e	Set MTBM and support equipmemt	70,888.30
f	Perform Micro Tunnel Drive 1 and grout annulus	1,004,961.36
g	Retrieve MTBM from MH-1 Shaft	9,246.30
h	Test tunnel Drive 1 Pipe	2,574.17
i	Install MH-1 and backfill	35,167.99

5	Tunnel Drive 2	$1,343,579.45
a	Install MOT at MH-3 site limits	$26,949.88
b	Mobilize to MH-2 Site	$9,693.82
c	Construct Retrieval Port at MH-3	$153,982.95
d	Set MTBM and support equipmemt at MH -2	$9,246.30
e	Perform Micro Tunnel Drive 2 and grout annulus	$1,105,590.78
f	Retrieve MTBM from MH-3 Shaft	$8,013.46
g	Test tunnel Drive 1 Pipe	$3,106.76
h	Temp close MH-3 restore all traffic lanes	$26,995.50

6	Tunnel Drive 3	$2,634,407.40
a	Install MOT at MH-10 site limits	$53,899.76
b	Relocate existing utilities at MHs 7, 8, 9 ,and 10	$75,497.89
c	Construct Retrieval Port at MH-10	$16,235.27
d	Set MTBM and support equipmemt at MH -2 for Drive 3	$5,867.09
e	Perform Micro Tunnel Drive 3 and grout annulus	$1,553,542.06
f	Retrieve MTBM from MH-10 Shaft	$9,246.30
g	Test tunnel Drive 3 Pipe	$5,858.46
h	Install MH-10 and Back Fill	$23,428.89
i	Install MH-2, MH-7 ,and MH-8 and backfill	$392,295.85
j	Restore pavement on SW 2nd Ave	$498,535.84

DB13-WASD-01 GRAVITY INTERCEPTORS FOR P.S. 3
SCHEDULE OF VALUES

7	Tunnel Drive 4	$1,478,855.40
a	Install MOT at MH-12 site limits	$80,849.65
b	Relocate existing utilities at MHs 12 and 9	$46,555.74
c	Construct Launch Shaft at MH-12	$240,666.39
d	Construct Retrieval Shaft at MH-9	$145,436.90
e	Set MTBM and support equipmemt at MH-12 for Drive 4	$16,862.79
f	Perform Micro Tunnel Drive 4 and grout annulus	$727,472.70
h	Retrieve MTBM from MH-9 Shaft	$9,246.30
i	Test tunnel Drive 4 Pipe	$3,017.99
j	Install MHs 9, 12 and backfill	$46,418.89
k	Restore pavement on SW 2nd and SW 8th Streets	$162,328.04

8	Tunnel Drive # 5	$2,662,805.65
a	Install MOT at MH-5 site limits	$80,849.65
b	Relocate existing utilities at Drive 5	$24,755.43
c	Setup Bypass pipe at existing force main	$98,572.96
d	Construct Launch Shaft at MH-5	$244,665.73
e	Construct Retrieval Port at MH-3	$9,479.31
f	Set MTBM and support equipmemt at MH-5 for Drive 5	$16,626.08
g	Perform Micro Tunnel Drive 5 and grout annulus	$1,674,489.60
h	Demob MTBM and equipment	$11,065.97
i	Install MH 3,4,5 & backfill	$230,028.22
j	Test tunnel Drive 5 Pipe	$6,657.34
k	Restore pavement on SW 13 Street	$265,615.38

9	Permanent Connections	$404,531.10
a	Aligment 1	$101,268.25
b	Aligment 2	$172,020.08
c	Aligment 3	$131,242.77

EXHIBIT D

SURETY BID BOND

By this Bond, we Rio-Man Construction, Inc., as Principal, whose principal business address is 1001 North America Way, Ste. 201, Miami FL 33132, as respondent to the contract offering due November 18, 2013, for Miami-Dade County design-build services for Gravity Sewer Interceptors for the Master Pump Station No. 3 Contract No.DB13-WASD-01(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Western Surety Company, a corporation, whose principal business address is 333 S. Wabash Ave., Chicago, IL 60604 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of FIVE PERCENT OF BID AMOUNT (U.S. dollars) $ 5%, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible Design-Builder, with the lowest adjusted bid, is found to be in the best interest of the County, and is recommended to the County Manager for contract award; and

2. The Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Design-Builder; and

Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Request for Design-Build Document. The required Insurance Certificates and Policies, as stated in the in the Request for Design-Build documents and Design-Build Agreement, shall be delivered within 14 calendar days of the Notice of Contract Award. A Performance and Payment Bond must be submitted no later than 14 calendar days after Contract Award. The Respondent further agrees that, in the event he withdraws his price proposal within 180 days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within the time frame stated above, the check or Bid Bond accompanying his submittal package , and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid price proposal.

Any changes in or under the Design-Build Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY BID PROPOSAL BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 18TH day of November, 2013.

DESIGN-BUILDER

Rio-Man Construction, Inc.
(Design-Builder Name)

BY:
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY ~~RESIDENT~~ NON-RESIDENT
FLORIDA AGENT OF SURETY:

Angelo G. Zervos
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY:
Western Surety Company

By:
Gus E. Zervos, Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Angelo G Zervos, Donald W Burden, Veronda D Gordon, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 1st day of August, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of November, 2013.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

ALEX SINK
Chief Financial Officer
State of Florida

ANGELO G ZERBO

License Number [illegible]

[illegible] Lower Class of Insurance

General [illegible] 09/2009

NON-RESIDENT
LICENSE

NOTICE" - This non-resident license is limited to the [illegible] reflected above and is further limited to ONLY those classes of [illegible] your home state. Please be governed accordingly.

This licensee must have an active appointment with a company or employer for which products or services are being marketed

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ZERVOS GROUP, INC.

24700 ARMBROOK

SOUTHFIELD MI 48034

Agency License Number L005935

Location Number 123704

Issued On 07/07/2008

Pursuant To Section 626.382, Florida Statutes, This Agency's License Will Expire On 07/07/2016

Pursuant To Section 626.747, Florida Statutes, This Agency Shall Be Under The Active Full-Time Charge Of A Licensed General Lines Agent Or Life And Health Agent Who Is Appointed To Represent One Or More Insurers.

Pursuant To Section 626.172, Florida Statutes, Each Agency Shall Display The License Or Registration Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency.

Jeff Atwater
Chief Financial Officer
State of Florida

EXHIBIT "E"

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

FAIR SUBCONTRACTING PRACTICES

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

SEE ATTACHED: EXHIBIT "E1"

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

Signature of Authorized Representative: _____

Title: V.P. Date: 1-13-14

Proposer's Name: DANIEL MANCINI
RIC-MAN CONST., INC.

ISD Form No. 9 – 01-31-12

EXHIBIT "E1"

RIC-MAN CONSTRUCTION, INC.

Equal Opportunity Employer
1001 North America Way, Suite 201
Miami, FL 33132
phone 305-379-4124 / fax 305-379-4000

FAIR SUBCONTRACTING PRACTICES

It is the policy of Ric-Man Construction, Inc and all of subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

Ric-Man Construction, Inc. will:

1. Solicit bids from all qualified firms, regardless of ownership. Including the utilization of lists of qualified vendors maintained by the Office of Capital Improvements.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principals of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all subsidiaries and affiliates will provide their full support, cooperation and effort to ensure committed successful achievement of this program.

Vice President - Ric-Man Construction,Inc.

1-13-14
DATE

Attachment "F"

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
[signature]	DANIEL MONICONE	VICE PRESIDENT	1/13/2014

SUB 100 Rev. 6/12

EXHIBIT G

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

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

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

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

This report is required by Metropolitan 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 c any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent t mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A	REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
	FROM:		PROJECT LOCATION		NTP DATE	
	TO:		USER DEPARTMENT			
			USER DEPT. PROJ. MANAGER		PHONE		FACSIMILE	

AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR			CONTRACT AWARD.		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
			DATE	AGREEMENT AMOUNT		
NAME OF FIRM						
ADDRESS				SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED
TELEPHONE		FACSIMILE		PROJECT MANAGER (PRIME CONTR.)		

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | PRINT NAME | TITLE | DATE

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

ARCHITECTURE & ENGINEERING 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	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.

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____ , 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department and forwarded with Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____ PRINT NAME _____ DATE _____

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

Exhibit "H"
Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:
DESIGN-BUILD SERVICES FOR THE INSTALLATION OF GRAVITY
PROJECT TITLE SEWER INTERCEPTORS FOR THE MASTER PUMP STATION NO. 3

PROJECT NUMBER B13-WASD-01

Before me the undersigned authority appeared DANIEL MANCERA (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

(Signature of Authorized Representative)

Title VICE PRESIDENT

Date 1/13/14

STATE OF: FLORIDA
COUNTY OF: BROWARD

The above certifications/verifications were acknowledged before me this 13TH day of JANUARY, 2014,

by DANIEL MANCERA,
(Authorized Representative)

of REC-MAN CONSTRUCTION, INC.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

PAUL EWING II
(Print Name)

Notary Stamp or Seal:

Notary Public State of Florida
Paul Ewing II
My Commission EE 164301
Expires 04/07/2016

Notary Commission Number: EE 164301
My Commission Expires: 4-7-16

EXHIBIT "I"

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project(s) related to the Design-Build Services for the Installation of Gravity Sewer Interceptors for the Master Pump Station No. 3 ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to MDWASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

_____
Date

_____
Name of Affiant

_____
Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____
Notary Public

_____ _____
Print Name Serial Number

DESIGN-BUILDER'S AFFIDAVIT

Date: September 19, 2013

Project Name: Design-Build Services for Gravity Sewer Interceptors for the Master Pump Station No. 3

State of Florida

County of Miami Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Daniel Mancini who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of Ric-Man Construction, Inc.
(Legal Name, Corporation, Partnership, Firm)
hereinafter called the bidder or proposer, located at 1001 North America Way Suite 201 Miami FL 33132 that said proposer visited the site of the work and has carefully examined the documents for said project and checked them in detail before submitting his/her proposal and proposal price; and further, that the proposer or his/her agent, officers, or employees have not either directly or indirectly, made any agreement of participated in any collusion with other bidders, or representatives of Miami-Dade County, or otherwise taken any action in restraint of open competitive bidding in connection with his proposal or proposal price for said project.

Witness: Donna Porcaro
Signature DONNA PORCARO

Witness:
Signature FAUSTO ROTON

Daniel Mancini, Vice President
Legal Name of Proposer

Signature

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 9 day of September, 20 13.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of Vice President
Daniel Mancini
with Ric-Man Construction, Inc.

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

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

Notary Signature: Esther Zoblin

Type or Print Name: Ester Zoblin

Notary Seal: Notary Public State of Florida
Esther Zoblin
My Commission FF 042607
Expires 09/26/2017

DEBARMENT DISCLOSURE AFFIDAVIT

Date: September 19, 2013

Project Name: Design-Build Services for Gravity Sewer Interceptors for the Master Pump Station No. 3

State of Florida

County of Miami Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Daniel Mancini who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:
Ric-Man Construction, Inc.
(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at
1001 North America Way Suite 201, Miami, FL 33132
that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness: Donna Porcaro
Signature DONNA PORCARO

Witness: FAUSTO ROZON

Witness:
Signature

By: Daniel Mancini, Vice President
Legal Name & Title

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 9 day of September, 2013.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of Vice President
Daniel Mancini
with Ric-Man Construction, Inc.

[ ] a Florida Corporation [ ] a partnership [ ] a joint venture
on behalf of [X] corporation [ ] partnership [ ] joint venture

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

Notary Signature: _____

Type or Print Name: Ester Zoblin

Notary Seal:

Notary Public State of Florida
Esther Zoblin
My Commission FF 042607
Expires 09/28/2017

CRIMINAL RECORD AFFIDAVIT

Date: September 19, 2013

Project Name: Design-Build Services for Gravity Sewer Interceptors for the Master Pump Station No. 3

State of Florida

County of Miami Dade

Before me, the undersigned authority, authority, authorized to administer oaths and take acknowledgements, personally appeared Daniel Mancini whom after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Ric-Man Construction, Inc.

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the bidder or proposer, located at 1001 North America Way Suite 201, Miami FL 33132 and that said bidder or proposer, as of the date of this bid or proposal submission:

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

[ ] has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: Donna Porcaro
Signature DONNA PORCARO

Witness:
Signature

Witness:
Signature FAUSTO ROZON

By: Daniel Mancini, Vice President
Legal Name & Title

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 9 day of September, 2013.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Daniel Mancini having the title of Vice President

with Ric-Man Construction, Inc.

[ ] a Florida Corporation [ ] a partnership [ ] a joint venture
on behalf of [X] corporation [ ] partnership [ ] joint venture

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

Notary Signature: Esther Zoblin

Type or Print Name: Ester Zoblin

Notary Seal:

Notary Public State of Florida
Esther Zoblin
My Commission FF 042607
Expires 09/28/2017

COLLUSION AFFIDAVIT

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

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

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

I state that the Proposer of this contract:

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

OR

[ ] is related to the following parties who proposed in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

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

By: [signature] Signature of Affiant

9-9 20 13 Date

Daniel Mancini, Vice President
Printed Name of Affiant and Title

3 8 - 1 9 4 3 9 6 0
Federal Employer Identification Number

Ric-Man Construction, Inc.
Printed Name of Firm

1001 North America Way Suite 201, Miami, FL 33132
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 9 day of September, 20 13

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

[signature] Signature of Notary

_____ Serial Number

Ester Zoblin
Print or Stamp Name of Notary

09/28/2017
Expiration Date

Notary Public – State of Florida

Notary Public State of Florida
Esther Zoblin
My Commission FF 042607
Expires 09/28/2017

Revised 4/12/99

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. DB13-WASD-01 for Ric-Man Construction, Inc.

2. This sworn statement is submitted by Ric-Man Construction, Inc. (name of entity submitting sworn statement) whose business address is 1001 North America Way Suite 201, Miami, FL 33132 and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1943960. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Daniel Mancini (please print name of individual signing) and my relationship with the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime or:
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the pubic interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)

(Signature) Daniel Mancini

Date: 9-9-2013

SUBSCRIBED AND SWORN TO (or affirmed) before me on September 9, 2013 (Date)

by Daniel Mancini (Affiant). He/She is personally known to me or has presented

_____ as identification.
(Type of Identification)

Esther Zoblin
(Signature of Notary)

_____
(Serial Number)

Ester Zoblin
(Print or Stamp Name of Notary)

09/28/2017
(Expiration Date)

Notary Public Florida
(State)

Notary Seal:

Notary Public State of Florida
Esther Zoblin
My Commission FF 042607
Expires 09/28/2017

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

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

Contract No.: DB13-WASD-01 Federal Employer Identification Number (FEIN): 38-1943960

Contract Title: DESIGN-BUILD SERVICES FOR THE INSTALLATION OF GRAVITY SEWER INTERCEPTORS FOR THE MINISTER PUMP STATION NO 3

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

11.	**Required Listing of Subcontractors and Suppliers on County Contracts Certification** Section 10-34 of the County Code	12.	**Fair Subcontracting Policies Certification** Section 2-8.8 of the County Code
13.	**False Claims Ordinance** County Ordinance No. 99-152		

DANIEL MANCEBO — Printed Name of Affiant
VICE PRESIDENT — Printed Title of Affiant
Signature of Affiant

RECHMAN CONSTRUCTION, INC. — Name of Firm
1/13/2014 — Date

1001 W AMERICA WAY, SUITE 201, MIAMI — Address of Firm
FLORIDA — State
33132 — Zip Code

Notary Public Information

Notary Public – State of FLORIDA County of BROWARD

Subscribed and sworn to (or affirmed) before me this 13TH day of, JANUARY 20 14.

by DANIEL MANCEBO He or she is personally known to me ☑ or has produced identification ☐

Type of Identification produced

Signature of Notary Public

Notary Public State of Florida
Paul Ewing II
My Commission EE 164301
Expires 04/07/2016

EE 164301 — Serial Number

Paul Ewing II — Print or Stamp of Notary Public

Expiration Date 4-7-16

Notary Public Seal

7/21/08 A&E