

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

This Development Rider is attached to and hereby made a part of the Lease/License Agreement and shall govern the development of **Blank** (the "Project") within the site set forth in Appendix **Blank**. Words and phrases used in this Development Rider shall have the same meaning as in the Lease/License Agreement unless specifically provided otherwise. If there is any conflict between the provisions of this Development Rider and the provisions of the terms and conditions of the Lease/License Agreement during the development phase, the terms and conditions of the Development Rider will prevail.

A Capital Project Manager ("CPM") shall be assigned by the Miami-Dade County Parks, Recreation and Open Spaces Department (the "Department") to represent Miami-Dade County during the development phase. The CPM shall monitor compliance with the terms and conditions of the Development Rider; coordinate reviews, comments and approvals; attend design phase and construction meetings; and perform periodic site visits and reviews to monitor compliance with the scope of services and schedule during the design and construction of the Project.

The Lessee/Licensee shall remit to the County a fee for the Project Management ("CPM Fee Payment") that shall not exceed **Blank (1.5 to 3%)** of the Total Development Cost of each Project. The total CPM Fee Payment shall be paid to the County in monthly installments commensurate with the progress of the work beginning with the approval of the Final Conceptual Plans; and shall be subject to an adjustment at the end of construction or upon Termination of the Lease/License Agreement, whichever occurs first, when the actual Total Development Cost is confirmed, and based on an audit conducted at the expense of the Lessee/Licensee.

For purposes of this Development Rider, the Total Development Cost shall include the cost of the work including all fees and costs for registered and licensed design professionals, surveyors, contractors, subcontractors, materialmen, testing and material.

The Lessee/Licensee shall maintain all files, records, accounts of expenditures for the Project and improvements, including improvements performed by Lessee/Licensee's subcontractor's, in a local office within Miami-Dade County. The County shall have access to such records as provided in the Lessee/Lease/License Agreement.

I. LESSEE/LICENSEE'S OBLIGATIONS TO DEVELOP THE PROJECT SITE

The Lessee/Licensee shall develop **blank** in accordance with the Scope of Services (Appendix **Blank**), the Agreement, the approved final conceptual plans and with all other design plans hereinafter developed and approved. The Final Conceptual Plan shall be submitted to the Department for review and approval no later than **blank** months after the execution date of the Agreement. The improvements the Lessee/Licensee develops at the Project Site shall be designed and constructed in accordance with the provisions of the Lessee/Lease/License Agreement, this development rider, any applicable park design guidelines; and include any comments or changes provided by the Department. Park design guidelines will be strictly enforced by the Department

Lessee/Licensee understands and agrees that all costs associated with the design, development, permitting, and construction of the Project, and any required off-site improvements, shall be the sole responsibility of the Lessee/Licensee. Prior to commencing construction, the Lessee/Licensee shall provide proof, in a manner sufficient to satisfy the County, as determined in the sole and absolute discretion of the County, that the Lessee/Licensee has the necessary funds to complete the approved Project.

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

1. **Schedule.** The Lessee/Licensee shall, upon execution of the Lease/License Agreement, and prior to preparing the Final Conceptual Plans and specifications, shall submit a Critical Path Method schedule for the entire scope of the Project along with any proposed phasing plan and receive approval from the County. Such approval from the County shall not be unreasonably withheld or delayed. The schedule shall be updated and submitted to the County with the Conceptual, Preliminary, and Final Plans and as requested by the County. The terms and conditions of this Development Rider, in its entirety, shall apply to all construction.
2. **Changes.** All requests from the Lessee/Licensee for modifications to the Plans and/or schedule during any phase of the development process must be submitted in writing to the CPM with sufficient documentation to justify said request. The Department will consider the information provided and any mitigating circumstances prior to approving or rejecting said requests.
3. **Sustainable Buildings Program.** The Lessee/Licensee shall comply with County Ordinance No. 07-65 dealing with Sustainable Buildings Program. Lessee/Licensee shall further cooperate and shall cause its consultants and contractors to cooperate with the County's Sustainability Manager to incorporate green building practices into the planning and design of the Project, pursuant to County Ordinance Number 07-65 concerning the County's Sustainable Buildings Program. The Lessee/Licensee shall include in its contracts for services associated with this Project a provision that each subcontractor shall comply with all requirements of the County's Sustainable Building Program.
4. **Art in Public Places.** The Lessee/Licensee shall, upon execution of the Lease/License and Development Agreement, and prior to preparing the Final Plans and specifications, through the Department, initiate contact and confer with the Art in Public Places (APP) Representative to review the applicability of an art component to the Project. Should Art in Public Places determine that the installation of an art component is applicable to this Project based on the provisions of Section 2-11.15 of the Miami-Dade County Code and subsequent amendments and guidelines, and should it decide to pursue said installation, the Lessee/Licensee shall further confer with the Arts in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s) and possible artist(s). The Director of the Arts in Public Places program shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between artist(s) and the Lessee/Licensee to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Lessee/Licensee and the artist(s) during design development of the Project. The Lessee/Licensee shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of the services under this Lease/License Agreement.

Should the Art in Public Places fee be assessed against this Lease/License Agreement, the Lessee/Licensee shall at its sole cost expend one-and-a-half-percent (1.5%) of the cumulative design and construction cost for refurbishment of existing works of art at the Project and/or for the commissioning of new works of art. All aspects concerning the acquisition of new works of art or the removal and/or relocation of existing works of art located within the Project shall comply with the Art in Public Places (APP) ordinance and the program Master Plan & Implementation Guidelines as are appropriate in the determination of the County. The Lessee/Licensee may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The County reserves the right to make final determination on how the funds appropriated for APP are expended.

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

5. **Site Conditions.** After the completion of the “Due Diligence” period, as specified in the Lease/License Agreement, the Lessee/Licensee accepts complete responsibility for all conditions encountered at the Project Site. Including, without limitation unforeseen site conditions, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the construction plans, unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the project, and any dewatering activities necessary to construct the Project. The Lessee/Licensee shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities, and natural obstructions required for the completion of the Project. The Lessee/Licensee shall also be responsible for any and all site conditions, including environmental conditions, caused, disturbed, or exacerbated by the construction and agrees to be responsible for and pay for all environmental remediation work that is required to be performed resulting from the construction of the Project. The Lessee/Licensee further agrees not to initiate any claims or suits against the County relating to any site condition, including environmental conditions, and to indemnify, defend and hold harmless the County from and against any claims arising from an environmental condition caused or exacerbated by the Lessee/Licensee in the construction of the Project.
6. **Site Control.** At the time the Lessee is authorized by the County to take control of Park land for the purpose of commencing construction, the Lessee shall be given exclusive control over only the Demised Area. At the time the Lessee is authorized by the County to commence construction, the Lessee shall be given non-exclusive control and shall be required to coordinate with the County as to the schedule for commencement, duration and location of any construction, staging and mobilization areas outside of the Demised Area needed to complete the required improvements. All construction areas (including Demised Area, other work and staging areas) shall be covered during the development phase by the bonds and insurances required under the Lease Agreement and this Development Rider.
7. **Time of the Essence.** The timely completion of all activities set forth below, and the milestones set forth in the Development Schedule for each phase is of the essence. A material failure to meet those deadlines, as the same may be extended by written agreement of the parties, may be a breach of this agreement.
8. **Selecting a Design Professional.** The Lessee/Licensee desires to, and has agreed, to retain a professional architect, engineer and/or surveyor (“Design Professional”) to provide design, architectural, engineering, and/or surveying services (“Professional Services”) for the development of the Project. In selecting and contracting with one or more Design Professionals to provide Professional Services to the Project and/or Project Enhancements, the Lessee/Licensee understands it must comply, and agrees to comply, with Section 2-10.4.01 of the Code of Miami-Dade County, Florida (known as the “Community Business Enterprise” or “CBE” Program). As such, prior to contracting with any Design Professional for Professional Services, the Lessee/Licensee agrees to consult with the Review Committee in the County’s Internal Services Department’s Small Business Development’s Division (ISD) in order to determine whether CBE goals and/or measures are appropriate and, if so, what those goals and/or measures will be. The Lessee/Licensee must comply with the CBE goals and/or measures established by the County’s Review Committee. The Lessee/Licensee shall enter into written agreements with the Design Professionals providing services for the Project, which agreements shall incorporate, and be consistent with, all of the terms and conditions of this Agreement and be subject to the review and approval by the County prior to their execution.

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

All fees, costs, reimbursements and/or other monies paid to Design Professionals for the Project and/or Project Enhancements for Professional Services shall be paid solely by the Lessee/Licensee. In no event shall the County be obligated to pay for, or reimburse the Lessee/Licensee and/or any Design Professional for any Professional Services rendered.

9. **Design Phase:**

A. Conceptual Plans. The Lessee/Licensee must submit the proposed Conceptual Plans, Schedule and Total Development Cost estimate for review and approval to the CPM within **Blank** months of the date of execution of the Agreement. The Conceptual Plans must be prepared by an architect or engineer licensed to practice in the State of Florida; and must describe all elements of the proposed Project including, but not limited to the limits of construction, pedestrian and vehicular circulation and locations of construction ingress and egress; all sufficient to enable the County to make an informed judgment about the proposed scope and any effect the Project will have on the property (hereinafter referred to as the "Conceptual Plans"). If the County has any comments and/or proposed modifications to the Conceptual Plans, the County shall provide comments and/or proposed modifications in writing to the Lessee/Licensee within 30 calendar days from the date of submittal of the Conceptual Plans. The Department shall not be unreasonable in exercising its approval rights hereunder. The comments and proposed modifications shall be addressed by Lessee/Licensee in developing the Preliminary Plans, as described below. Lessee/Licensee shall incorporate said comments into a set of revised Conceptual Plans to be reviewed and approved by the County.

B. Preliminary Plans. Within 60 calendar days after approval of the Conceptual Plans, unless a written request for extension has been received and approved by the CPM, Lessee/Licensee, at its cost, shall prepare and deliver to the Department the proposed Preliminary Plans, Schedule and Total Development Cost estimate for review and approval to the CPM. The Preliminary Plans must be prepared by an architect or engineer licensed to practice in the State of Florida; and must describe all elements of the proposed Project including, but not limited to the limits of construction, pedestrian and vehicular circulation and locations of construction ingress and egress; all sufficient to enable the County to make an informed judgment about the proposed scope and any effect the Project will have on the property (hereinafter referred to as the "Preliminary Plans"). If the County has any comments and/or proposed modifications to the Preliminary Plans, the County shall provide comments and/or proposed modifications in writing to the Lessee/Licensee within 30 calendar days from the date of submittal of the Preliminary Plans. The Department shall not be unreasonable in exercising its approval rights hereunder. The comments and proposed modifications shall be addressed by Lessee/Licensee in developing the 50% Plans, as described below. Lessee/Licensee shall incorporate said comments into a set of revised Preliminary Plans to be reviewed and approved by the County.

Prior to commencing the development of the 50% Plans, the Lessee/Licensee shall schedule and coordinate a kick-off meeting with the CPM to review the Development Schedule including start and completion dates as well as major milestones and the Total Development Cost estimate.

C. 50% Plans and Specifications. Within 60 calendar days after approval of the Preliminary Plans, unless a written request for extension has been received and approved by the CPM, Lessee/Licensee, at its cost, shall prepare and deliver to the Department an updated Schedule; an updated Total Development Cost estimate; and five (5) sets of 50% plans and a computer-aided design and drafting

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

(CADD) file in compliance with the Department's CAD Standards (Exhibit **Blank**) for the construction of the Project prepared by an architect and/or engineer licensed to practice in the State of Florida.

The 50% Plans shall show without limitation any/all work to be performed in the field, including site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Project, curbs, gutters and parkways; lighting; locations for outdoor signs; and storage areas; all sufficient to enable the Department to make an informed judgment about the schedule, estimate, design and quality of construction and about any effect the Project shall have on the Park (hereinafter referred to as "50% Plans"). Such 50% Plans shall be based on the Preliminary Plans previously submitted by the Lessee/Licensee, and as approved by the Department. Additionally, such 50% Plans of the improvements shall be in strict adherence to Article 7 of the Miami-Dade County Home Rule Charter. The Project shall be designed to be constructed within the areas described in Appendix **Blank**. The Lessee/Licensee shall also be responsible for all off-site improvements required to accomplish the construction and occupancy of the Project, including utilities and infrastructure needs. The Project shall be aesthetically and functionally compatible with the setting of the Park.

Within 30 days after the Department receives the 50% Plans, the Department shall either approve of them or deliver to Lessee/Licensee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder.

Lessee/Licensee shall resolve all comments and requests for modifications by the Department to the 50% Plans and obtain written approval from the Department prior to proceeding with the development of the Final Plans. If the parties are unable to resolve any objections by the Department to the 50% Plans within 60 days after Lessee/Licensee has received the Department's comments, the Department shall have the right to terminate the Lease/License Agreement upon notice to the Lessee/Licensee pursuant to the termination terms of the Agreement.

- D. Final Plans.** Within 90 days after the 50% Plans are approved by the Department, the Lessee/Licensee, at its cost, shall prepare and deliver to the Department an updated Schedule; an updated Total Development Cost estimate; and five (5) sets of Final Plans and a computer-aided design and drafting (CADD) file in compliance with the Department's CAD Standards (Exhibit **Blank**) for the construction of the Project prepared by an architect and/or engineer licensed to practice in the State of Florida, and specifications comprising the Final Plans for the Project. The Final Plans must be consistent with the approved 50% Plans.

The Final Plans shall show without limitation any/all work to be performed in the field, including site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Project, curbs, gutters and parkways; lighting; locations for outdoor signs; storage areas; and completed technical specifications; all sufficient to enable the Department to make an informed judgment about the schedule, estimate, design and quality of construction and about any effect the Project shall have on the Park (hereinafter referred to as "Final Plans"). Such Final Plans shall be based on Preliminary Plans previously submitted by the Lessee/Licensee, and as approved by the

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

Department. Additionally, such Final Plans of the improvements shall be in strict adherence to Article 7 of the Miami-Dade County Home Rule Charter. The Project shall be designed to be constructed within the areas described in Appendix **Blank**. The Lessee/Licensee shall also be responsible for all off-site improvements required to accomplish the construction and occupancy of the Project, including utilities and infrastructure needs. The Project shall be aesthetically and functionally compatible with the setting of the Park.

Within 45 days after the Department receives Final Plans, the Department shall either approve of them or deliver to Lessee/Licensee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder.

Lessee/Licensee shall resolve all comments and requests for modifications by the Department to the Final Plans and obtain written approval from the Department prior to submitting the Final Plans to the regulatory agencies for permitting. If the parties are unable to resolve any objections by the Department to the Final Plans within 60 days after Lessee/Licensee has received the Department's comments, the Department shall have the right to terminate the Lease/License Agreement upon notice to the Lessee/Licensee pursuant to the termination terms of the Agreement.

The approved Final Plans and all associated addenda and attachments shall be incorporated into the Lease/License Agreement by reference.

- E. Permits.** When the Lessee/Licensee receives the Department's written approval of the Final Plans, Lessee/Licensee shall immediately commence seeking from all regulatory agencies having jurisdiction over the Park and the Project all such required permits. Lessee/Licensee shall exercise due diligence in processing and procuring such permits.

The Lessee/Licensee shall keep the CPM informed of the progress during the permitting phase and coordinate with the Department to ensure that permitting requirements are acceptable to the Department when said requirements will modify the scope or aesthetics of the Project or its location within the Park. The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required.

Subject to the timing requirements contained in the next paragraph, the obtaining of such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations.

If Lessee/Licensee is unable to obtain such permits within 180 days from the date Lessee/Licensee receives the County's approval of the Final Plans, the County shall have the right to terminate the Lease/License Agreement upon notice to the Lessee/Licensee pursuant to the termination terms in the Lessee/Licensee Agreement. The County shall have the right, in its sole discretion and only for

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

good cause shown, to extend the time within which Lessee/Licensee must obtain such permits. However, the County shall be under no obligation to grant said extensions of time.

Within 30 days from the date that the Lessee/Licensee obtains all permits, the Lessee/Licensee shall submit copies of all permits to the County.

10. Selecting a Contractor and Awarding a Contract. The Lessee/Licensee agrees to competitively select a Florida licensed Contractor to construct the Project in accordance with the provisions of applicable laws, including the competitive selection and award provisions of Section 255.20, Florida Statutes, "Local Bids and Contracts for Public Construction Work" and provide proof of same to the County.

The Lessee/Licensee shall enter into written agreements with the Contractor(s) providing construction services for the Project, which agreements shall incorporate, and be consistent with, all of the terms and conditions of this Agreement and be subject to the review and approval by the County prior to their execution.

The Lessee/Licensee shall cause the Contractor to comply with the County's Ordinances, Resolutions and Code requirements that are applicable to the Project as a condition of awarding the construction contract(s) and this Agreement shall be incorporated into any construction contract and all terms in any such construction contract shall be consistent with this Agreement.

Prior to competitively selecting any contractor, the Lessee/Licensee shall obtain and the contractor shall meet Community Small Business Enterprise (CSBE) goals established by the County's Review Committee under the County's CSBE Program (Exhibit **Blank**), as enacted under the County's Ordinance 97-52, as amended, and codified in Section 10-33.02 of the County Code; and Administrative Order 3-22, as amended. The Lessee/Licensee shall cause the contractor to comply with the County's Resolution No. R-138-10, which mandates that the work of CSBE firms be identified in the Schedule of Values ("SOV"); and the requirements of Resolution No. R-1386-09 pertaining to sub-contracting. The Contractor shall submit its Schedule of Intent ("SOI") for approval prior to commencing construction, and comply with the reporting requirements of the CSBE Program. For purposes of this Agreement, SOV is defined as a detailed breakdown of each lump sum bid item in the bid form indicating a complete breakdown of labor and material for all categories of work - shall include such items as building permit, mobilization, insurance, contractor administration, supervision, etc. The SOV shall be used as the basis to determine monthly progress payments. For purposes of this Agreement, the SOI is defined as a listing of all Small Business Enterprise ("SBE") sub-contractors that will be utilized for scopes of work on the Project (form SBD 400, (Exhibit **Blank**)).

The Lessee/Licensee shall obtain and the contractor shall meet Community Workforce Program (CWP) goals established by the County's Review Committee under the County's CWP, as enacted under Ordinance 03-01 and 03-27, if applicable.

The Contractor shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

The Lessee/Licensee shall cause the Contractor to comply with the requirements of the Ordinance and Code required affidavits and other form submittals listed in Exhibit **Blank**, and shall submit the executed documents to the County Project Manager for review and approval prior to awarding a contract.

Within 30 days from the date that the Lessee/Licensee obtains all permits, the Lessee/Licensee shall submit copies of all permits, Cost Estimate, proof of compliance with the contractor selection process, SOI, SOV, and Schedule indicating start and completion dates, major milestones regarding construction of the Project and constraints. Within 30 days after the County receives copies of all permits, proof of compliance with the contractor selection process, SOI, SOV, and Project Schedule, the County shall either approve them or deliver to the Lessee/Licensee specific written corrective comments. The County shall not be unreasonable in exercising their approval rights hereunder. If corrective comments are issued as provided above, then once all comments have been satisfactorily addressed by the Lessee/Licensee, the County shall issue a Notice-to-Proceed - 1 (NTP-1) to the Lessee/Licensee.

The Lessee/Licensee shall have 15 days from the date of the NTP-1 to submit all required insurances and bonds to the Department prior to commencing construction. Within **blank** days after the County receives the required insurance and bonds, the County shall either approve them or deliver to the Lessee/Licensee specific written corrective comments. Once the County reviews and approves the insurances and bonds it will issue a Notice-to-Proceed – 2 (NTP-2) to the Lessee/Licensee.

The Lessee/Licensee shall schedule a Pre-Construction meeting with the CPM prior to mobilization. The pre-construction meeting shall serve to review and discuss the upcoming construction activities and its impact to Park operations. Upon agreement by the CPM to all construction work activities and the associated logistics and timing, the County will issue the Authorization to Occupy the Site (Exhibit **Blank**). Upon issuance of the Authorization to Occupy the Site, the County shall turn over possession of the Project limits to the Lessee/Licensee.

The Lessee/Licensee shall, without delay, pursue commencement of construction and diligently pursue completion thereof. The construction of the Project shall be in accordance with the approved Final Plans and shall be completed within **Blank** months of the date of the NTP - 2 for construction.

The Lessee/Licensee shall have a minimum one (1) General Contractor, licensed in the State of Florida or authorities having jurisdiction, with at least ten (10) years' experience, and should have substantial experience in obtaining permitting for construction of the specified uses within the MDWEDP.

11. Construction Phase:

- A. Commencement and Completion of Construction.** The Lessee/Licensee shall be responsible for the construction of the Project substantially in accordance with the approved Final Plans; the quality and

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

workmanship shall meet or exceed the specifications; and the work shall comply with all applicable regulatory permits, authorizations and laws. The construction shall not be materially changed without the CPM's approval, which approval shall not be unreasonable withheld or delayed. Such approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications is required.

- All construction shall be performed by licensed contractors and subcontractors approved by the County, such approval shall not to be unreasonably withheld. The Lessee/Licensee shall provide the County with a true copy of the Lessee/Licensee's contract with the general contractor showing a breakdown of costs and including all the requisite insurance and bonding criteria. Such contract shall give the County the right, but not the obligation, to assume the Lessee/Licensee's obligations and rights, if the Lessee/Licensee should default thereunder.
- During the construction phase, the CPM shall attend weekly/monthly construction meetings, as needed, and periodically visit the site to review the progress of construction to ensure adequate performance and conformity with the approved Final Plans. The CPM shall review all shop drawing submittals for conformance with the Final Plans.
- In addition to the regular construction meetings, the Lessee/Licensee shall schedule and coordinate a pre-construction meeting, a 50% progress meeting, a 75% progress meeting and a 100% substantial completion walk-thru meeting with the CPM.
- The CPM shall provide input to the construction punch-list items and shall coordinate with the Lessee/Licensee for the Final Acceptance of the Project once all work has been completed and all permits have been approved and closed by all regulatory agencies having jurisdiction.
- Upon completion of construction of the Project, Lessee/Licensee shall, at its cost, obtain a survey of the Project and surrounding impacted areas and deliver said survey to the Department, along with one copy of the "as built" drawings and a CADD file in compliance with the Department's CAD Standards (Exhibit **Blank**), accurately reflecting the constructed Project, its supporting infrastructure, and off-site improvements at the Park. A new Appendix **Blank**, based on the as-built information showing the exact location of the Project at the Park shall be incorporated into the Lease/License Agreement and provided by the County to the Lessee/Licensee.
- The "warranty period" warrants the work be free from faulty materials and workmanship for a period of not less than one (1) year from the date of final acceptance. Within 30 days after the one (1) year warranty period, the Lessee/Licensee shall schedule a walk-thru of the Project with the CPM and Lessee/Licensee's contractor, to inspect all construction systems and ensure its intended functionality and life expectancy. After the warranty inspection is completed with satisfactory results as determined by the CPM, the close-out period is concluded except as provided for under Florida Statue 95.11 (3) (c).

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

The Final Plans shall not be changed and/or modified without the County's approval, which approval shall not be unreasonably withheld or delayed. The County's approval shall not be deemed as a substitute for approval from any regulatory agency which issues permits and whose approval of modifications may be required. All requests for changes shall be coordinated through the CPM. The CPM will be provided sufficient notice and information (impact to scope, budget, schedule, materials; performance, etc.) to provide timely responses. Lessee/Licensee will allow unobstructed inspection by the CPM to determine compliance with the approved plans and specifications throughout construction. The Lessee/Licensee shall be responsible to provide any temporary facilities needed in support of its construction of the Project.

Construction of the Project shall be completed within **Blank** months of the date of the NTP-2 for construction.

12. Bonds: *(TO BE CONFIRMED BY RISK MANAGEMENT FOR EACH SPECIFIC DEVELOPMENT RIDER)*

1. The Lessee/Licensee shall have 15 days from the date of NTP-1 to submit all required insurances, pursuant to the Lease/License Agreement, and bonds to the Department prior to any construction work on the Project Site, and prior to the purchase of any materials, equipment or supplies for construction. The Lessee/Licensee shall deliver to the County and record in the public records of Miami-Dade County, Florida, a performance and payment bond which satisfies the requirements of Section 255.05 of the Florida Statutes with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the construction cost of the Project. Such bond shall be submitted in a form acceptable to the County, and shall name the Lessee/Licensee as the principal and the County as the obligee; and shall address the entirety of the construction areas (Demised Area, and other work and staging areas) within the Project Location.
2. Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as a 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:

<u>Bond Amount</u>	<u>Best's Rating</u>
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

On bond amounts of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Lessee/Licensee may, in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with the Lease/License Agreement and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; said bond shall be so worded as to make the Lease/License Agreement a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said bond and Lease/License Agreement to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects:

"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."

"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."

"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 from the performance of the labor or completion of delivery of the materials or supplies."

3. The bonds shall provide the following, without limitation:
 - a. That a payment bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Project is obtained that is conditioned to secure the completion of the Project free

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

from all liens and claims of contractors, subcontractors, mechanics, laborers and material men in a County approved bond form to be provided by Lessee/Licensee;

b. That a performance bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Project is obtained that insures that the construction work shall be effected by the general contractor or, on their default, the surety in a County approved bond form to be provided by Lessee/Licensee; and,

c. That the surety will defend and indemnify Miami-Dade County and Lessee/Licensee against all loss, cost, damage, expense and liability arising out of or connected with the construction of the Project, up to the maximum bond requirement amount.

4. In the event that, for any reason, either or both of the Lessee/Licensee's Performance and Payment bonds lapse or are held to be no longer valid or enforceable before the satisfaction of any and all claims by material men, laborers, subcontractors, or any suppliers of any kind, the Lessee/Licensee shall pay all such claims, and indemnify, defend, and hold the County harmless against such claims.
5. If no specific periods of warranty are stated in the Agreement or elsewhere in this Development Rider, for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue directly with the Lessee/Licensee or its contractor seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11 (3) (c), Florida Statutes.

Prior to the commencement of construction the Lessee/Licensee shall provide or cause its subcontractors to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) or material(s). The policy shall be in the name of Miami-Dade County and the Lessee/Licensee as their interests may appear. This insurance shall be maintained until substantial completion of the work, as determined by the Department.

13. Insurance: *(TO BE CONFIRMED BY RISK MANAGEMENT FOR EACH SPECIFIC DEVELOPMENT RIDER)*

The Lessee/Licensee shall furnish to Miami-Dade County, Internal Services Department, Property and Casualty Section 111 N.W. 1st Street, 23rd Floor, Miami, Florida 33128-1974, Certificate(s) of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Lessee/Licensee as required by Florida Statute, Chapter 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury, product liability and property damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage and the coverage must extend to the entirety of the Project Location, addressing the Demised Area and other work and staging areas within the Project Location. The mailing address of the Internal Services Department as the certificate holder, must appear on the certificate of insurance:

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE

CERTIFICATE HOLDERS MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FLORIDA 33128

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$500,000 per occurrence for bodily injury and property damage combined.

Design Phase

In addition to the insurance required above, a certificate of insurance must be provided as follows during the design stage of the project:

4. Professional Liability Insurance in the name of the Lessee/Licensee of the licensed design professional employed by the Lessee/Licensee in an amount not less than \$1,000,000 per claim.

Construction Phase

In addition to the insurance required above, the Lessee/Licensee may be required to provide or shall cause its contractors to provide policies indicating the following type of insurance coverage prior to commencement of construction:

5. Completed Value Builder's Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The Policy must name Miami-Dade County as a Loss Payee.

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

The Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Activities in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Lessee/Licensee of any liability and obligation under this section or under any other section of this Agreement.

Award of this Agreement is contingent upon receipt from the Lessee/Licensee of insurance documents in the manner prescribed in this Agreement, within fifteen (15) calendar days after the County's notification to Lessee/Licensee to comply before award is made. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this Agreement, the Lessee/Licensee shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Lessee/Licensee fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County's notification to comply, the Lessee/Licensee shall be in default of the contractual terms and conditions and award of the Lease/License Agreement will be rescinded, unless such time frame for submission has been extended by the County.

The Lessee/Licensee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Lessee/Licensee shall be responsible for submitting new or renewed insurance certificates to the County a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Agreement period, the County shall suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed in this Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

The Department reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee/Licensee. Modification or waiver of any of the aforementioned requirements is subject to approval of the County's Risk Management Division.

14. Additional Provisions:

- A. No liens shall be attached to the Park or any part thereof.
- B. Prior to the commencement of any work, Lessee/Licensee shall demonstrate to the Department's satisfaction that all construction financing is in place.
- C. Lessee/Licensee shall work closely with the Department in scheduling and engaging in Lessee/Licensee's construction activity so as not to disrupt Park events, including but not limited to Special Events. Where conflict may occur, the Department shall solely make the determination as to Lessee/Licensee's right to continue work and the desirability of temporarily halting or continuing activity by Lessee/Licensee.
- D. Lessee/Licensee shall be liable for any damage, loss, action, costs (including costs to defend any action) caused by Lessee/Licensee's failure to cease work after written notice from the Department.

II. THE COUNTY'S CONSTRUCTION OBLIGATIONS

1. **Conditions of Project Site.** The County shall deliver physical possession of the Project Site to Lessee/Licensee in an "as is" condition so that Lessee/Licensee may commence construction.

Attachment O

DEVELOPMENT RIDER

Project Site: Miami-Dade West End District Park

Project: Development, Management and Operation

The areas within the Park to be occupied by the Lessee/Licensee during the execution of the work shall be delineated in the construction documents plans, either Demised Area or other work and staging areas as agreed to between the County and Lessee/Licensee. The limits of the work shall be sufficient to properly undertake the necessary construction of the Project and off-site improvements within the Park site so long as normal PARK operations visitor access is not impeded.

- 2. Reasonable Access.** The County shall provide reasonable access to allow Lessee/Licensee to have utilities brought to the Project Site and to have constructed the approved improvements described in the Lease/License Agreement.

DRAFT TEMPLATE