

## MEMORANDUM

Agenda Item No. 9(A)(1)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 19, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving award of a contract to Lee Construction Group, Inc. for design-build services for the new Doral Branch Library, Project No: DB20-MDPLS01 GOB ESP; Contract No. DR-19457-20-ESP; in an amount not to exceed \$11,209,560.50 funded with Building Better Communities – General Obligation Bond Program funds and Miami-Dade Library Taxing District Funds, for a term of 900 days; and authorizing the County Mayor to execute the same and to exercise the provisions thereof, including the termination provisions contained therein

Resolution No. R-994-21

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney


GBK/smm

# Memorandum



**Date:** October 19, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Contract Award Recommendation for Design-Build Services for the new Doral Branch Library – Project No: DB20-MDPLS01 GOB ESP; Contract No: DR-19457-20-ESP, to LEE CONSTRUCTION GROUP, INC.

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of the attached design-build contract for the design and construction of a replacement Doral Branch Library for the Miami-Dade Public Library System (MDPLS). Board approval is required under the County's Economic Stimulus Plan (ESP) Ordinance, as the awarded contract amount exceeds the County's initial base estimate by more than 10 percent. Committee review is not required in accordance with Section 2.8.2.7 of the Code of Miami-Dade County.

## Scope

The new Doral Branch Library will be located in District 12 at the northeast corner of NW 53 Terrace and NW 84 Avenue Doral, FL, and represented by Chairman Jose "Pepe" Diaz.

**PROJECT NAME:** Design-Build Services for the New Doral Branch Library

**PROJECT NO.:** DB20-MDPLS-01 GOB ESP

**PROJECT DESCRIPTION:** MDPLS recommends award of this contract to provide design build services for design and construction of a new public library facility consisting of approximately 20,000 sq. ft. total constructed area, fully air conditioned, and made of reinforced masonry/concrete block structure or other materials and methods meeting the requirements of Miami-Dade County. In addition to being approved by the voters as part of the Building Better Communities General Obligation Bond Program (BBC-GOB), this project was further described and authorized by the Board via Resolution No. R-1013-20, which approved the Contract for Sale and Purchase of the real property where the library will be located.

**PROJECT LOCATION:** NE corner of NW 53 Terrace and NW 84 Avenue Doral, FL

**PRIMARY COMMISSION DISTRICT:** District 12 Jose "Pepe" Diaz

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Miami-Dade Public Library System

**MANAGING DEPARTMENT:** Miami-Dade Public Library System

**Fiscal Impact/Funding Source**  
**FUNDING SOURCE:**

The amount of the contract award is \$11,209,560.50, which is funded in the FY 2021-22 Adopted Budget through BBC-GOB proceeds, GOB Project No. 287, Construct Doral Library, in the amount of \$8,975,000.00 and \$2,234,560.50 from Miami-Dade Library Taxing District Funds. The base estimate for this project was based on the original 2004 BBC-GOB and ESP estimate, which contemplated a 15,000-square foot facility. The proposed contract award is based on the actual lowest bid amount and a 20,000-square foot facility.

**OPERATIONS COST**  
**IMPACT/FUNDING:**

Estimated operating impact to begin FY 2023-24 in the amount of \$313,300.00 annually, to be funded from Miami-Dade Library Taxing District Funds.

**MAINTENANCE COST**  
**IMPACT/FUNDING:**

See above

**LIFE EXPECTANCY OF**  
**ASSET:**

50 years

**PTP FUNDING:**

No

**GOB FUNDING:**

Yes

**CAPITAL BUDGET**  
**PROJECT:**

**CAPITAL BUDGET PROJECT DESCRIPTION    AMOUNT**

906640 – DORAL BRANCH –  
REPLACEMENT FOR STOREFRONT LIBRARY  
\$11,217,000.00

**PROJECT TECHNICAL**  
**CERTIFICATIONS:**

14.00 ARCHITECTURE (Lead A/E)  
18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT (Lead A/E)  
8.00 TELECOMMUNICATION SYSTEMS  
9.02 SOILS, FOUNDATION AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES  
11.00 GENERAL STRUCTURAL ENGINEERING  
12.00 GENERAL MECHANICAL ENGINEERING  
13.00 GENERAL ELECTRICAL ENGINEERING  
14.00 ARCHITECTURE - INTERIOR DESIGN  
15.01 SURVEYING AND MAPPING - LAND SURVEYING  
16.00 GENERAL CIVIL ENGINEERING  
17.00 ENGINEERING CONSTRUCTION MANAGEMENT

20.00 LANDSCAPE ARCHITECTURE

**SUSTAINABLE  
BUILDINGS  
ORDINANCE(I.O. NO. 8-8):**

The project qualifies for compliance with the Sustainable Building Ordinance.

**SEA LEVEL RISE  
(ORD. NO. 14-79):**

The impact of sea level rise was considered as part of the design criteria of this project.

**NO. VENDORS ISSUED  
ADVERTISEMENT:**

1001

**BIDS RECEIVED:**

14

**ESTIMATED ORIGINAL  
CONTRACT PERIOD:**

900 Days. Excludes Warranty Administration

**CONTINGENCY PERIOD:**

90 Days.

**IG FEE INCLUDED IN  
BASE CONTRACT:**

Yes

**ART IN PUBLIC PLACES:**

Yes, 1.50% of design and construction cost  
\$153,529.05

**BASE ESTIMATE:**

\$9,000,000.00

**BASE CONTRACT AMOUNT:**

\$10,235,270.00

**OWNER CONTROLLED  
CONTINGENCY ALLOWANCE  
(SECTION 2-8.1 CODE OF  
MIAMI-DADE COUNTY):**

<u>TYPE:</u>	<u>PERCENT:</u>	<u>AMOUNT:</u>	<u>COMMENT:</u>
New	Five Percent (of construction)	\$467,500.00	Per Ord. No. 00-65 construction & design contingency allowances are combined
	Ten Percent (of design)	\$88,527.00	
<b><u>TOTAL AMOUNT:</u></b>		<b><u>\$556,027.00</u></b>	



**DEDICATED ALLOWANCE  
FOR PERMIT FEES:**

\$409,410.80                      Four percent

**DEDICATED ALLOWANCE  
FOR REIMBURSABLE  
EXPENSES:**

\$8,852.70                      One percent design cost

**TOTAL DEDICATED  
ALLOWANCE AND  
CONTINGENCY:**

\$974,290.00

**TOTAL CONTRACT  
AMOUNT:**

\$11,209,560.50

**Track Record/Monitor  
SBD HISTORY OF  
VIOLATIONS:**

None.

**EXPLANATION:**

In accordance with Resolution No. R-187-12, due diligence was conducted by MDPLS and the Internal Services Department (ISD) 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 Lee Construction Group's responsibility.

On January 15, 2021, a Request for Design-Build Services was issued under full and open competition. On February 15, 2021, 14 proposals were received through BidSync in response to this solicitation. The responsive respondents included:

- Link Construction Group, Inc.
- KVC Constructors, Inc.
- Stonehenge Construction LLC
- TGSV Enterprises Inc.
- JRT Construction Co.
- Kaufman Lynn Construction Inc.
- OHL Building Inc.
- State Contracting & Engineering Corp.
- Munilla Construction Management LLC
- Lee Construction Group, Inc.

ISD determined that the following respondents were non-responsive and they were removed from the process:

- JCI International, Inc.
- Juneau Construction Company
- Buslam Company Partners, Inc.
- Thornton Construction Company, Inc.

The evaluation process included two steps. During Step 1, an Evaluation of Qualifications meeting was held by the Competitive Selection Committee on April 27, 2021 to review and rank the ten remaining proposals received on February 15, 2021. The Competitive Selection Committee evaluated and ranked the firms and voted to short-list the five highest ranked firms. Refer to Attachment A – Step 1 Tabulation List.

On June 11, 2021, the following short-listed firms submitted Step 2 proposals:

- Link Construction Group, Inc.
- Lee Construction Group, Inc.
- State Contracting & Engineering Corp.

On June 13, 2021, Kaufman Lynn Construction withdrew from submitting for Step 2. KVC Constructors, one of the five shortlisted firms, did not submit a Step 2 technical and price proposal.

The Step 2 Technical and Price Proposal meeting was held on June 29, 2021. The Competitive Selection Committee recommended that the County Mayor or County Mayor's designee approve negotiations with Lee Construction Group, Inc. as the highest ranked and responsive proposer. Refer to Attached B - Step 2 Tabulation List.

**SUBMITTAL**

**DATE:**

2/15/2021

**ESTIMATED**

**NOTICE TO**

**PROCEED:**

11/1/2021

**PRIME**

**CONTRACTOR:**

Lee Construction Group, Inc.

**COMPANY**  
**PRINCIPAL:**

Luis E. Enriquez

**COMPANY**  
**QUALIFIER:**

Lee Construction Group, Inc.

**COMPANY**  
**EMAIL ADDRESS:**

leenriquez@leecgi.com

**COMPANY**  
**STREET**  
**ADDRESS:**

9485 NW 12 Street, Doral FL 33172

**YEARS IN**  
**BUSINESS:**

15

**PREVIOUS**  
**CONTRACTS**  
**WITH COUNTY**  
**IN LAST 3 YEARS:**

None

**SUBCONSULTANTS:**

FERGUSON GLASGOW SCHUSTER SOTO INC.  
LOUIS J AGUIRRE & ASSOCIATES PA  
DOUGLAS WOOD ASSOCIATES INC  
GRAEF-USA INC.  
CURTIS & ROGERS DESIGN STUDIO INC  
ARDAMAN & ASSOCIATES INC  
HADONNE CORP  
SPINNAKER GROUP LLC  
TOM GRABOSKI ASSOCIATES INC

**MINIMUM**  
**QUALIFICATIONS**  
**EXCEED LEGAL**  
**REQUIREMENTS:**

Yes.

- 1) The Lead A/E Consultant is preferred to demonstrate experience in designing a least one (1) public library, museum, or cultural affairs-related facility.
- 2) The A&E Consultant certified in Technical Category 11.00 – General Structural Engineering is preferred to have a threshold inspector.
- 3) The A&E team (Lead A&E and/or sub-consultants) is preferred to include a LEED®AP professional in order to

achieve optimum results in the application of LEED-related practices.

- 4) The Construction Manager (CM) is preferred to demonstrate verifiable CM/PM qualifications and experience with the successful construction through completion of one (1) public library, museum or cultural affairs-related facility of approximately 15,000 square feet in usable area, located within an urban environment within the past fifteen (15) years.
- 5) Respondents should provide the following specialty individual(s): a. Project Integrator - Integrate Technological Tools - To include an Information Technologies engineer in the project planning and design process to oversee and coordinate all activities across vendors and service providers to ensure the success of the project consistent with the type, size, scope, and complexity of this project.
- 6) The Prime Contractor is preferred to be a LEED AP, or have a LEED AP Consultant on staff during the entire construction phase, who can demonstrate experience in the LEED certification process of at least one (1) facility completed or one (1) facility under construction, which is registered with the United States Green Building Council (USGBC) to pursue a minimum of LEED-certified rating.

**STANDARD  
PAYMENT AND  
PERFORMANCE  
BOND:**

Yes

**APPLICABLE  
WAGES:  
(RESOLUTION NO.  
R 54-10):**

Yes

**REVIEW  
COMMITTEE  
SIGNOFF  
DATE:**

1/14/2021

**REVIEW COMMITTEE  
ASSIGNED CONTRACT  
MEASURES:**

<b><u>TYPE</u></b>	<b><u>GOAL</u></b>	<b><u>ESTIMATED VALUE</u></b>	<b><u>COMMENT</u></b>
SBE-CONS	30%	\$ 8,182,240.00	I.O. 3-22
SBE-A&E	28%	\$743,840.00	I.O. 3-32



**MANDATORY**

**CLEARING HOUSE:** Yes

**CONTRACT MANAGER**

**NAME/PHONE/EMAIL** Lisa Thompson 305-375-5106  
lisa.thompson@miamidade.gov

**PROJECT MANAGER**

**NAME/PHONE/EMAIL** Lisa Thompson 305-375-5106  
lisa.thompson@miamidade.gov

**Track Record/Monitor**

The design and construction of the project will be managed by MDPLS’ Leo Gomez, Assistant Director for Capital Improvements & Facilities, and Lisa Thompson, Construction Manager 3.

**Delegated Authority**

The authority of the County Mayor or the County Mayor’s designee to execute and implement this contract is consistent with those authorities granted under Ordinance No. 08-92 and Resolution No. R-507-19, which added the new Doral Library Branch project to the approved lists of projects contained in the County’s Economic Stimulus Plan (ESP). The County Mayor or the County Mayor’s designee shall act on behalf of the County only to the extent provided in the Contract Documents and is not authorized to revoke, alter, or waive any requirements of the Contract.

**Background**

The design and construction of a new Doral Branch Library was approved as part of the “Building Better Communities” General Obligation Bond (BBC-GOB) Program in 2004. The new 20,000 square foot state-of-the-art library, when complete, will replace the existing 3,522 square foot storefront location in Doral, furthering the County’s goals of transitioning out of leased spaces for our County library buildings and of creating great spaces and destinations for our residents. Resolution No. R-1013-20 approved the contract for sale and purchase of the land needed for this project.

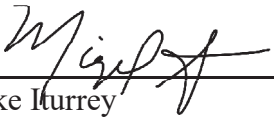
On February 15, 2021, MDPLS received 14 bids for the Request for Design-Build Services for the project. MDPLS staff determined that the lowest responsive and responsible bidder with a contract amount of \$11,209,560.50 was Lee Construction Group, Inc. The bid includes:

Phase 1 - Design	\$ 885,270.00
Phase 2 - Construction	\$ 9,350,000.00
Total Phases 1 & 2	\$ 10,235,270.00
Reimbursable Expenses	\$ 8,852.70
Contingency Allowance Account	\$ 556,027.00
Dedicated Allowance Account/Permit Fees	\$ 409,410.80
Total Dedicated Allowance & Contingency	\$ 974,290.50
DESIGN AND CONSTRUCTION COST	\$ 11,209,560.50



Lee Construction Group, Inc.'s contract (Attachment C) is \$1,203,626.10 or 12 percent above the advertised estimate. MDPLS and the Design Criteria professional have determined that the bid price is fair and reasonable.

MDPLS FINANCE  
OFFICER:

  
Mike Iturrey

DATE: 9/24/2021

APPROVED AS TO  
FORM AND LEGAL  
SUFFICIENCY:

  
Melanie Spencer

DATE: 9/27/21

BUDGET APPROVAL  
FUNDS AVAILABLE:

  
David Clodfelter

DATE: 9/24/2021

MAYOR OR  
MAYOR'S DESIGNEE:

  
Morris Copeland

DATE: 9/27/2021

CLERK'S OFFICE:

\_\_\_\_\_

DATE: \_\_\_\_\_



## MEMORANDUM (Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 19, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ 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. 9(A)(1)  
10-19-21

RESOLUTION NO. \_\_\_\_\_ R-994-21

RESOLUTION APPROVING AWARD OF A CONTRACT TO LEE CONSTRUCTION GROUP, INC. FOR DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH LIBRARY, PROJECT NO: DB20-MDPLS01 GOB ESP; CONTRACT NO. DR-19457-20-ESP; IN AN AMOUNT NOT TO EXCEED \$11,209,560.50 FUNDED WITH BUILDING BETTER COMMUNITIES – GENERAL OBLIGATION BOND PROGRAM FUNDS AND MIAMI-DADE LIBRARY TAXING DISTRICT FUNDS, FOR A TERM OF 900 DAYS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING THE TERMINATION PROVISIONS CONTAINED THEREIN

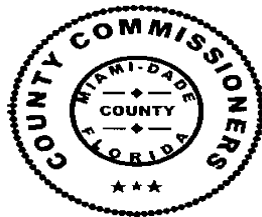
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the award of a contract to Lee Construction Group, Inc. to provide design-build services for the new Doral Branch Library Project – Project No. DB20-MDPLS01 GOB ESP, Contract No. DR-19457-20-ESP, in an amount not to exceed \$11,209,560.50 for a term of 900 calendar days, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or the County Mayor’s designee to execute the same for and on behalf of Miami-Dade County and to exercise the provisions thereof, including the termination provisions therein.

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

Jose "Pepe" Diaz, Chairman	<b>aye</b>		
Oliver G. Gilbert, III, Vice-Chairman	<b>aye</b>		
Sen. René García	<b>aye</b>	Keon Hardemon	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins	<b>aye</b>
Eileen Higgins	<b>aye</b>	Joe A. Martinez	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Jean Monestime	<b>aye</b>
Raquel A. Regalado	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 19<sup>th</sup> day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

mjs

Melanie J. Spencer

# ATTACHMENT A

STEP 1 TABULATION SHEET APRIL 27, 2021														COMPETITIVE SELECTION COMMITTEE								
MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS)  DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH LIBRARY  ISD PROJECT NO. DB20-MDPLS-01														Leo Gomez, MDPLS	Willard Fowler, MDPLS	Eddy Etienne, SEAPORT	Ileana Quintana, WASD	Lydia Salas, MDAD	SUB-TOTAL	Total Qualitative Points	Qualitative Rank	FINAL RANK
	NAME OF FIRM(S)																					
1	LINK CONSTRUCTION GROUP INC (LOCAL)													39	40	45	44	45	213	396	5	
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)													19	12	20	22	21	94			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)													15	10	18	15	18	76			
	3A - Past Performance of the Firms (Max. 20 points)													2	2	3	3	3	13			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													75	64	86	84	87				
	Sub-Total																					
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A																					
2	JCI INTERNATIONAL INC (LOCAL) - ELIMINATED																					
3	JUNEAU CONSTRUCTION COMPANY (LOCAL) - ELIMINATED																					
4	KVC CONSTRUCTORS INC (LOCAL)													35	40	45	48	40	208	411	3	
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)													19	20	20	24	20	103			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)													15	15	15	18	18	81			
	3A - Past Performance of the Firms (Max. 20 points)													3	5	3	4	4	19			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													72	80	83	94	82				
	Sub-Total																					
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A																					
5	STONEHENGE CONSTRUCTION LLC (LOCAL)													30	40	40	43	38	191	374	8	
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)													19	15	20	21	18	93			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)													14	15	12	15	19	75			
	3A - Past Performance of the Firms (Max. 20 points)													4	4	2	3	2	15			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													67	74	74	82	77				
	Sub-Total																					
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A																					



STEP 1 TABULATION SHEET APRIL 27, 2021													
MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS)  DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH  LIBRARY  ISD PROJECT NO. DB20-MDPLS-01													
	NAME OF FIRM(S)	Leo Gomez, MDPLS	Willard Fowler, MDPLS	Eddy Etienne, SEAPORT	Ileana Quintana, WASD	Lydia Salas, MDAD	SUB-TOTAL	Total Qualitative Points	Qualitative Rank				
6	TGSV ENTERPRISES INC (LOCAL)  1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points) 2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) Sub-Total	35 19 15 4	40 15 10 4	45 20 18 2	45 23 16 3	39 21 17 2	204 98 76 15	393	6	7			
Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A													
7	BUSLAM COMPANY PARTNERS INC (LOCAL) - ELIMINATED												
8	J R T CONSTRUCTION CO (LOCAL)  1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points) 2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) Sub-Total	30 18 14 2	35 15 10 2	40 20 15 3	46 22 15 4	38 20 18 4	189 95 72 15	371	9	9			
Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A													
9	KAUFMAN LYNN CONSTRUCTION INC (LOCAL)  1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points) 2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) Sub-Total	42 20 14 5	45 20 15 5	45 22 18 5	44 21 16 5	45 23 18 5	221 106 81 25	433	2	2			
Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A													
10	THORNTON CONSTRUCTION COMPANY INC (LOCAL) - ELIMINATED												



**STEP 1 TABULATION SHEET  
APRIL 27, 2021**

**MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS)  
DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH  
LIBRARY  
ISD PROJECT NO. DB20-MDPLS-01**

	NAME OF FIRM(S)									
13	MUNILLA CONSTRUCTION MANAGEMENT LLC (LOCAL)									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	32	25	40	44	39	180	350	10	
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	19	12	20	21	18	90			
	3A - Past Performance of the Firms (Max. 20 points)	15	9	12	15	15	66			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	3	4	3	14			
	Sub-Total	68	48	75	84	75				
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
14	LEE CONSTRUCTION GROUP INC (LOCAL)									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	35	45	45	45	38	208	404	4	
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	18	20	20	22	18	98			
	3A - Past Performance of the Firms (Max. 20 points)	14	15	18	15	19	81			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	3	3	3	17			
	Sub-Total	71	84	86	85	78				
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									

**Jorge Vital, ISD Non-Voting Chairperson**

# ATTACHMENT B

STEP 2 MEETING		June 29, 2021											
DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH LIBRARY													
ISD PROJECT NO. DB20-MDPLS-01 Step 2													
STEP 2 TABULATION SHEET													
NAME OF DESIGN BUILDERS													
1	LINK CONSTRUCTION GROUP INC (LOCAL)												
	1B - Project Design Approach (Max. 40 points)												
	2B - Project Construction Approach (Max. 40 points)												
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)												
2	LEE CONSTRUCTION GROUP INC (LOCAL)												
	1B - Project Design Approach (Max. 40 points)												
	2B - Project Construction Approach (Max. 40 points)												
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)												
3	STATE CONTRACTING & ENGINEERING CORP (LOCAL)												
	1B - Project Design Approach (Max. 40 points)												
	2B - Project Construction Approach (Max. 40 points)												
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)												

## ATTACHMENT C

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**DESIGN-BUILD CONTRACT  
DESIGN-BUILD SERVICES FOR THE  
MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS)  
NEW DORAL BRANCH LIBRARY  
PROJECT NUMBER DB20-MDPLS01 GOB ESP  
CONTRACT NO. DR-19457-20-ESP**

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### DESIGN-BUILD SERVICES CONTRACT

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2021.

**Between 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: LEE Construction Group, Inc.  
FEIN: 14-1984840  
  
Address: 9485 NW 12<sup>th</sup> Street, Doral, Florida 33172  
  
Phone Number: 305-216-7558  
Fax Number: 305-599-7154  
E-mail Address: leenriquez@leecgi.com

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

**Project:** **DESIGN-BUILD SERVICES FOR THE  
MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS)  
DORAL BRANCH LIBRARY**

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



## DESIGN-BUILD SERVICES CONTRACT

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## 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 this Contract the intent and meaning shall be interpreted as follows:

### 1.1) ABBREVIATIONS:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Assoc.
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Official (successor to AASHO)
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association
AIA	American Insurance Assoc. (successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioned Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
ARI	Air - Conditioning and Refrigeration Institute
ARRA	American Recovery and Reinvestment Act
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute
DBD	Department of Business Development
DCDPW	Miami-Dade County Department of Public Works
DERM	Miami-Dade County Department of Environmental Resources Management
EEI	Edison Electric Institute
EPA	United States Environmental Protection Agency
FBC	Florida Building Code
FDOT	Florida Department of Transportation
FPR	Federal Procurement Regulations
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

JIC	Joint Industrial Council
MDC	Miami-Dade County
MDPWWM	Miami-Dade County Public Works and Waste Management Department
MDT	Miami-Dade Transit
MIL	Military Standardization Documents
NAAMM	National Association of Architectural Metal Manufacturers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	United States Dept. of Labor, Occupational Safety and Health Administration; and Occupational Safety and Health Act
P&R	Parks and Recreation Department
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SFWMD	South Florida Water Management District
SSPC	Steel Structures Painting Council
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USCE	United States Corps of Architect/Engineers
WASD	Water and Sewer Department

## 1.2) DEFINITIONS

**ADDENDUM/ADDENDA:** A modification or clarification or interpretation or revision of the Request for Design-Build Services Documents/ Bid Documents distributed to prospective Bidders prior to the opening of Bids.

**AGREEMENT or CONTRACT:** Means this document, pages 1 through 110 inclusive, the Contract Documents, the Contract Drawings, the Design Build Criteria Package, the Project Manual, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference. As used herein, the term Contract shall mean the same as Agreement.

**ALLOWANCE ACCOUNT (GENERAL):** Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions or extra work arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. Performance of work, if any, under this Allowance Account shall be authorized by written Work Order issued by the Owner.

**ALLOWANCE ACCOUNT(S) (DEDICATED):** Account(s) in which stated maximum dollar amount(s) are included in the Contract for the purpose of funding specific items of work at the sole discretion of the Owner. The scope and limitations regarding use of the Dedicated Allowance Account(s) are contained in the Contract Documents.

**ALTERATION:** A change or substitution in the form, character, or detail of the work done or to be done within the original scope of the Contract.



ARCHITECT/ENGINEER OF RECORD, A/E: The term "Architect of Record" or "Engineer of Record", or "A/E" means the Design Professional identified in the Design/Build Contract that is licensed in the State of Florida and employed or commissioned by the DESIGN-BUILDER to prepare the design and construction documents for the Project.

ART IN PUBLIC PLACES: Miami-Dade County program established through Ordinance #94-12 and codified in Miami-Dade County Code Section 2-11.15 providing 1.5% of each County project's capital cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the DESIGN-BUILDER's services to the extent that it is defined in the Bid Documents.

ARTIST: Person(s) chosen through the Art in Public Places program to design and fabricate or specify an integrated work of art for the Project. The term Artist as may be referred to in the Contract Documents means the Artist and/or their authorized representative.

AS-BUILT DOCUMENTS: Documents signed and sealed by an appropriately licensed professional and submitted by the DESIGN-BUILDER during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract. (also referred to as As-Built Drawings or As-Built). Final payment is conditional upon the receipt of As-Built Documents.

APPROVED EQUIVALENT/APPROVED EQUAL: A proposed alternative to a product, material, equipment or system specified or called for in the Design Criteria Package or in the construction documents. The proposed alternative shall be functionally compatible with and of equivalent or better quality than the item it is proposed to replace. COUNTY's decision as to whether any material or equipment proposed is equivalent to that specified shall be binding on both COUNTY and DESIGN-BUILDER

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, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), Section 9-71 through 9-75 of the Code (Sustainable Buildings Program), and all other applicable requirements contained in this Contract. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Contract are posted on the County's website [www.miamidade.gov](http://www.miamidade.gov).

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

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

BCC: Board of County Commissioners, the governing board of Miami-Dade County.

**BENEFICIAL OCCUPANCY:** The point at which the COUNTY or Architect/Engineer of Record determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the DESIGN-BUILDER of any of its obligations relative to Substantial Completion or of its responsibility to fully complete the Work in accordance with the Contract Documents.

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

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

**CERTIFICATE OF FINAL ACCEPTANCE:** A written notice issued by COUNTY and concurred to by the DESIGN-BUILDER signifying that all conditions of the permits and regulatory agencies have been met, all construction, 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 liability and liens, release of surety, release of claims by DESIGN-BUILDER, corrected as-built drawings and all other documents required by this Contract.

**CHANGE NOTICE:** A document issued by 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 and/or time and/or a material change in the work, as determined by COUNTY.

**CONCEPTUAL PLAN:** The approved collective design plan which the DESIGN-BUILDER must adhere to. This collective design plan includes the approved conceptual design plans dated October 29, 2019, which were included as Exhibit E of BCC R-1013-20 and the Design Criteria Package. This plan may only be modified with the express, written approval of 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.

**CONTRACT COMPLETION DATE:** The effective date of Notice-To-Proceed (NTP) plus the contract duration, 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 Advertisement for Bids, Request for DESIGN-BUILDER 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 Contract 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 Design Criteria Architect and the COUNTY, or its designated representatives, to be in compliance with the Contract Documents.

**CONTRACT DRAWINGS/CONSTRUCTION DOCUMENTS:** The plans and specifications prepared by the DESIGN BUILDER for the Project and approved by the Owner. The Construction Documents shall set forth in detail all items and information necessary to obtain required permits from authorities having jurisdiction and for the prosecution of the Work in accordance with the Contract Documents. They shall include all plans, profiles, cross-sections, elevations, schedules and details necessary to show locations, character, dimensions, etc. of the Work. They shall be signed and sealed by the DESIGN-BUILDER's Architect/Engineer licensed to practice in the State of Florida. The COUNTY or its Design Criteria Professional will not be responsible for the technical content or accuracy of the Contract Drawings/Construction Documents. They are the sole responsibility of the DESIGN-BUILDER for use in the construction of the project and for obtaining all permits as may be required by the authorities having jurisdiction. All amendments and modifications to the Plans and Specifications must be approved by the Owner in writing. These documents shall not deviate from the approved conceptual plan without the express, written approval of the COUNTY.

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

**CONTRACTING OFFICER:** The COUNTY or COUNTY's designee representing the Internal Services Department (ISD).

**CONTRACTING OFFICER'S REPRESENTATIVES:** The person or persons designated by the Contracting Officer to act on his behalf in the administration of the contract within the limits of their respective authorization.

**CONTRACTOR:** Hereinafter may be referred to as the DESIGN-BUILDER or Contractor.

**COUNTY or MDC or OWNER:** Miami-Dade County, a political subdivision of the State of Florida. In all respects hereunder, County's performance is pursuant to County's position as COUNTY of a 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:** see Project Director and Project Manager.

**DAYS:** Unless otherwise designated, days mean calendar days.

**DEFECT:** The inability of a system, subsystem, assembly, or component to perform its required function. This shall not cover expendable items that are subject to normal wear and aging unless they do not perform adequately within their expected life span, or are a contributing cause to failures in other components.

**DESIGN-BUILDER:** The person, firm or corporation selected to perform the work pursuant to this Contract and be primarily liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the provision, installation, and performance of all equipment, materials, and the DESIGN-BUILDER is in no way relieved of the responsibility for the performance of all equipment furnished. The

DESIGN-BUILDER shall include a design engineering architecture/staff professional ("Designer") pursuant to Section 287.055, Florida Statutes (2007).

**DESIGN BUILD CRITERIA PACKAGE:** Means concise, performance-oriented drawings and or specifications of the public construction project. The Design Build Criteria Package shall contain information regarding the County's expectations of a finished project. For a design-build project, the Design Build Criteria Package shall contain sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a Contract. The Design Build 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 site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

**DESIGN CRITERIA PROFESSIONAL:** Miami-Dade County or its authorized representatives, including but not limited to the resident Design Criteria Professional either employed or not employed by the County for the provision of professional architectural or engineering services in connection with the preparation of the Design Build Criteria Package and other project related work. For the purposes of this paragraph, the Design Criteria Professional for this project is Alex Silva, Silva Architects, LLC, on behalf of the Miami-Dade Internal Services Department (ISD), located at 111 NW 1st Street, Suite 2430, Miami, FL 33128.

**DIRECT COST:** Direct Costs recoverable by the DESIGN-BUILDER as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental of any Special Equipment or Machinery. No additional payment shall be made to the DESIGN-BUILDER for fuel, lubricants, fair wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Architect/Engineer as Special Equipment and Machinery shall be considered Overhead. These direct costs exclude mark-ups for profit, overhead, bond, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor work (See also indirect costs).

**EFFECTIVE DATE:** The effective date of the Notice to Proceed shall be the date specified therein on which the DESIGN-BUILDER is to begin work on this Contract and on which the Contract time commences to run.

**ENVIRONMENTAL LAW:** Any laws related to environmental resources and/or design including, without limitation, any 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, "Environmental Laws" and "environmental laws" shall expressly include, without limitation, all County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Contract are posted on the County's website [www.miamidade.gov](http://www.miamidade.gov).

**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".

**FAILURE:** The inability of a system, subsystem, assembly, or component to perform its required function. An improper condition requiring the equipment/ System to be withheld from or removed from service for corrective action. Refer to Specification for further details.

**FIELD ORDER:** A written order issued by COUNTY or designee which orders minor changes in the Project but which does not involve a change in the total cost or time or performance.

**FINAL ACCEPTANCE:** Point in time when the Owner determines that all Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and Punch List have been corrected to the satisfaction of the Owner or Architect/Engineer including but not limited to all required final inspections, close-out documents, delivery of all spares and extra materials, manuals, certifications, as-built plans and record documents, and any other documentation required by the Contract, and activation of warranties as required. A Certificate of Final Acceptance shall be issued to the DESIGN-BUILDER by the Owner upon Final Completion.

**FRAGMENT:** A fragment or selected portion of the schedule network and/or network of proposed changed work activities.

**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, also called Overhead, include but are not limited to all costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, profit, bond, inefficiency, impact costs (including impact to unchanged work), small tools, utilities, rent, telephones, computers, printers, scanners, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the DESIGN-BUILDER or any of its subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, estimators, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, loss of productivity or inefficiencies in the Work from any cause incidentals, and DESIGN-BUILDER'S mark-up on subcontractor work paid in accordance with Contract Requirements.

**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 COUNTY assigned to make necessary inspections of materials 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.

**ISD (INTERNAL SERVICES DEPARTMENT):** A department of Miami Dade County that provides construction and contract services to other County agencies.

**LATENT DEFECT:** is a fault during construction that could not have been discovered by a reasonably thorough inspection before final acceptance. It is understood that an inspection is not often sufficient to detect certain deficiencies in the product that can only be discovered through destructive testing or other means that a owner could not reasonably be expected to allow under normal conditions. For example, wood beams and interior brickwork often cannot be fully assessed without destructive testing. As such, the term "latent defect" is often used as part of the guarantee clauses in a construction contract so that the owner can recover damages from the DESIGN-BUILDER if defects turn up in the property after final acceptance. If a latent defect is discovered, the design builder may be required to pay for repairs of any such damage.

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

**MANUFACTURER:** Shall mean the original manufacturer supplying materials, equipment/system, or apparatus for installation or usage by COUNTY.

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

**MILESTONE:** A contractually mandated completion date, as defined in the Contract, represented in the schedule by a zero duration activity.

**NOTICE TO OCCUPY SITE:** Written notice from COUNTY to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the project site. Said authorization from the COUNTY may be included in the Notice to Proceed.

**NOTICE TO PROCEED:** Written notice from COUNTY to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the work and on which the Contract period commences to run.

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

**OWNER:** See definition of COUNTY.

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

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

**PERMIT FEES/COSTS:** Any and all expenses incurred by the DESIGN-BUILDER resulting from the permitting process of the Construction Documents produced by the DESIGN-BUILDER. Permit fees/costs will include Master Permit as well as secondary permits, and they will be the sole responsibility of the DESIGN-BUILDER. The aforementioned expenses have been included by the DESIGN-BUILDER in its proffered bid price.

**PLANS AND/OR 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 COUNTY.

**PROJECT:** The Design-Build services for the sites as described in the contract documents.

**PROJECT DIRECTOR:** The Director of the Miami-Dade Public Library System, the User Agency designated to represent the COUNTY during the design and construction of the Project.

**PROJECT INITIATION DATE:** The date upon which the Contract's time for performance commences.

**PROJECT MANAGER:** The person or persons designated by the Project Director to act on their behalf during the design and construction of the Project.

**PROJECT MANUAL:** The manual prepared by the COUNTY for the project, which includes BCC Resolution R-1013-20, as well as the Request for Design Build Services with any and all attachments and addenda, Contract Forms, Design Build Contract, and Design Build Criteria Package.

**PROPOSAL DOCUMENTS:** Documents applicable to and specific to the Proposal of this Contract, consisting of Project Manual, Contract Drawings, Forms for the Submittal of Proposal, other related documents specified in the Contract, and errata and addenda thereto.

**PROVIDE:** As used in the Contract documents the word "provide" means design, furnish, install, test to a fully operational condition, and document, in the manner specified, and to the greatest extent compatible with the intent.

**QUALIFY:** As used in the Contract documents shall be the determination that an assembly, sub-assembly, or any part thereof is satisfactory for continued service under the DESIGN-BUILDER's warranty, or that the time is suitable for repair or overhaul to restore it to warrantable service, or that the item must be replaced with a new (or warrantable rebuilt) part.

**RDBS:** Request for Design Build Services.

**RESIDENT ARCHITECT/ENGINEER:** A Contracting Officer's Representative authorized by the Contracting Officer to administer the Contract on a day-to-day basis.

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



**SAMPLES:** Physical examples which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

**SCHEDULE OF VALUES:** A detailed cost breakdown of each lump sum bid item in the bid form, submitted by the DESIGN-BUILDER at the beginning of the work and to be used as a basis to determine monthly progress payments.

**SCOPE OF WORK:** Includes, but is not limited to, full Design-Build Services necessary to prepare the Architectural Program, Construction Plans and Specifications, as well as providing Construction Services for the Project, as described in Article 12 "SCOPE OF SERVICES" of this Contract. This work shall be consistent with the approved Conceptual Plan.

**SELLER:** Refers to the entity who is selling the land to the COUNTY on which this Project will be built. The COUNTY is purchasing approximately .26 acres of vacant land, and the purchase and conveyance of the property will be concurrent with this Project.

**SEPARATE CONTRACTOR:** The term "Separate Contractor" means a person, or firm, under separate contract with the COUNTY performing other work related to the Project.

**SERVICE ORDER/TASK ORDER:** A document issued by the COUNTY to the DESIGN-BUILDER authorizing the performance of specific design-build services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the COUNTY reserves the right to issue oral authorization to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter. ISD will issue the appropriate task orders while managing this contract on behalf of the Using Agency.

**SHOP DRAWINGS:** Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the Work. 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.

**SUB-CONSULTANT/SUB-CONTRACTOR:** The person, firm or corporation having a direct contract with DESIGN-BUILDER including one who furnishes services, labor and material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes material not so worked.

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

**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 the 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 materials, execution of construction 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.

**USING AGENCY:** Miami-Dade Public Library System (MDPLS), hereinafter referred to as the "MDPLS".

**VALUE ANALYSIS/ENGINEERING (VA/E):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

**WORK:** The design, construction, labor, materials, equipment and contractual requirements as indicated in the Contract, including addenda, modifications, or extensions thereto made by authorized changes.

**WORK ORDER/TASK ORDER:** A document issued by COUNTY to the DESIGN-BUILDER authorizing the performance of specific design-build services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, COUNTY reserves the right to issue oral authorization to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter. COUNTY will issue the appropriate task orders while managing this contract on behalf of the Using Agency.

**WORK SITE:** The area enclosed by the Limit of Work indicated in the Contract Documents and boundaries of local streets and public easements in which the DESIGN-BUILDER is to perform 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.

## 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. Anything mentioned in one document, including the Request for Design-Build Services (RDBS), Design Criteria Package, and Addenda, and not mentioned in the Contract shall be of like effect as if shown or mentioned in any. The COUNTY shall promptly review and respond to Requests for Information (RFI) and shall have a maximum of fourteen (14) calendar days from receipt of RFI, to issue a written response to the DESIGN-BUILDER.
- 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 specifications or drawings accompanying this Contract unless stated otherwise.
- 2.3 References to Articles or Sections include sub-articles or subsections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub-paragraphs.
- 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 which negotiations began except where a particular issue is indicated. In case of conflict between municipal, utility and railroad standards and the Project Manual, the stricter standard shall govern. In case of a conflict between the Project Manual and the referenced standard, the stricter standard shall govern.
- 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 either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida. The parties hereby submit to the jurisdiction of such courts and 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.
- 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 the execution of this Contract.
- 2.7 Severability: In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-

articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

- 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 The documents included in the Request for Design Build Proposals and the Design Builder's Proposal, incorporated herein, and designated as part of the Contract Documents are provided by the COUNTY to establish the scope, level of quality and design intent, and the reporting procedures for the development and construction of the entire Project. It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed by DESIGN-BUILDER in accordance with COUNTY-reviewed and fully-permitted Construction Documents prepared by DESIGN-BUILDER and accepted by COUNTY ready in all aspects to be put to its intended use. 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/provided whether or not specifically called for. The DESIGN-BUILDER shall comply with the Contract Sum, the Contract Time, the Preliminary Schedule or approved Contract Schedule as applicable, the Project Program, the performance specifications, the building massing, building heights and setbacks, public spaces, landscape design, and the general architectural character of the building described in the Design Criteria Documents. By incorporating the DESIGN-BUILDER'S Proposal as a part of this Contract, the COUNTY does NOT accept any provision of the DESIGN BUILDER'S Proposal that is not in conformance with the Request for Design-Build Proposal and the Design Criteria Package.

### **ARTICLE 4 - RESPONSIBILITIES OF THE DESIGN-BUILDER**

4.1 The parties acknowledge and agree that the COUNTY is purchasing approximately .26 acres of vacant land, and the DESIGN-BUILDER is bound to deliver the design and construction of a new library facility consisting of approximately 20,000 S.F. total constructed area on this site. BCC Resolution R-1013-20 details the approval and conditions for the purchase of this land and DESIGN-BUILDER shall work with the COUNTY to meet all of the COUNTY's obligations to secure the land; including but not limited to: the successful execution of the Contract for Sale and Purchase of the site and any other items necessary to effectuate purchase and conveyance of the property to the COUNTY. The facility shall be a fully air conditioned, reinforced masonry/concrete block structure (CBS). In addition, parking at grade under building as shown on drawings and any off-site improvements as required by the City of Doral with appropriate landscaping and adequate storm drainage facilities.

The building shall be designed and built in accordance with the Contract Documents and the Design Criteria Package (which is based upon the Conceptual Plan that was agreed to between the County and the Seller) and comply with all applicable laws, standards, and

regulations, the Florida Building Code and any other applicable codes. At the appropriate time, the DESIGN-BUILDER shall register the building with the United States Green Building Council (USGBC) and obtain a Leadership in Energy and Environmental Design (LEED) rating of "Silver" at a minimum. Funds to procure this certification have been included by the DESIGN-BUILDER in its proffered bid price.

- 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 DESIGN-BUILDER shall be responsible for obtaining all permits. 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 sub-consultants 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.

The DESIGN-BUILDER shall furnish all services and make payment for all fees necessary to permit and secure a Certificate of Occupancy for the Project.

The DESIGN-BUILDER shall furnish all services, equipment, materials and labor to construct, test and commission a fully operational facility of the scope and quality that complies with the required performance and design characteristics required by the Project.

- 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 personnel working under their control as described in the definition of Design Builder.
- 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 Sub-Consultants), within the specified time period and specified cost. The DESIGN-BUILDERS 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 COUNTY's requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to COUNTY for all damages to COUNTY 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 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 DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from the DESIGN-BUILDER's deficiencies for a period from the commencement of this Contract until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither 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 sub-consultant of its obligations and responsibilities under the Contract, nor constitute a waiver of any of 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 sub-consultants shall be and remain liable to COUNTY in accordance with applicable law for all damages COUNTY caused by any failure of the DESIGN-BUILDER or its sub-consultants to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of work by sub-consultants, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant's work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following 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 sub-contractor and consultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all of the terms of this Contract into any and all subcontracts.
- 4.7 The DESIGN-BUILDER shall provide and pay for all necessary professional design services, including, but not limited to, architecture, engineering, landscape architecture, specialty consultants, geotechnical, fire protection, lightning protection, 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, sub-consultants, and sub-contractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.
- 4.9 The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards and barriers, and at night; suitable and sufficient lighting for the prevention of accidents and thefts.

- 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 specification 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 in writing. The DESIGN-BUILDER shall cause all its agents, employees, sub-consultants and sub-contractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 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 COUNTY in writing, and COUNTY, may initiate a change order, the purpose of which shall be 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 work, shall verify all governing dimensions at the site, and shall examine all adjoining work on which his work is in any way dependent for its perfect efficiency according to the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and acceded to in writing by COUNTY through the Design Criteria Professional before the DESIGN-BUILDER begins any part of the Work.
- 4.14 The DESIGN-BUILDER shall satisfy himself/herself by personal investigation and by such other means as he/she may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Build 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 required in developing the project. In the pricing of the design and construction of the field building, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.
- 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. No request for additional compensation or Project time resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. 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.

4.17 PROTECTION OF PERSONS AND PROPERTY

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

4.17.1.1 All persons on the Site or who may be affected by the Work;

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

4.17.2 DESIGN-BUILDER shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.

4.17.3 Upon notification from the COUNTY or its representative(s), the DESIGN-BUILDER shall promptly correct any deficiencies affecting the safety and well-being of the construction workers and the public that have been identified by the notice.

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

4.17.5 The DESIGN-BUILDER shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction Work and he shall replace in kind the vegetation, shrubs and grass damaged by him at his own expense.

4.17.6 The DESIGN-BUILDER shall protect from damage all utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the PROJECT MANAGER, the DESIGN-BUILDER fails to or refuses to repair any such damage promptly, the COUNTY may have the

necessary Work performed and charge the cost thereof to the DESIGN-BUILDER.

- 4.17.7 At points where the DESIGN-BUILDER's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the DESIGN-BUILDER. The DESIGN-BUILDER shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the DESIGN-BUILDER's operations.
- 4.17.7.1 Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the DESIGN-BUILDER. If the DESIGN-BUILDER wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The DESIGN-BUILDER shall keep the PROJECT MANAGER advised of temporary relocation arrangements.
- 4.17.7.2 The DESIGN-BUILDER shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The DESIGN-BUILDER shall obtain the name, address and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the PROJECT MANAGER said names, addresses and telephone numbers.
- 4.17.8 The DESIGN-BUILDER shall comply with the latest version of the Florida Building Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
- 4.17.9 In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the DESIGN-BUILDER the Government, State, the COUNTY and the Architect/Engineer in respect thereto, the DESIGN-BUILDER shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the DESIGN-BUILDER to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer and the PROJECT MANAGER will attend while the DESIGN-BUILDER makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the DESIGN-BUILDER, COUNTY and the Architect/Engineer and one copy will be delivered to the COUNTY, one to the Architect/Engineer and one will be retained by the DESIGN-BUILDER. At such time as the PROJECT MANAGER may direct, or upon the filing of the verified statement by the owner, tenant, lessee, operator or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer and/or PROJECT MANAGER might affect the abutting property, the DESIGN-BUILDER will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in

triplicate, signed by the DESIGN-BUILDER and one copy will be delivered to the COUNTY, one to the Architect/Engineer and one will be retained by the DESIGN-BUILDER. In any action, which may be brought by any owner, tenant, lessee, operator or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.

4.17.10 The DESIGN-BUILDER shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the DESIGN-BUILDER shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The DESIGN-BUILDER shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

4.17.11 Damage to the Work and Responsibility for Materials

4.17.11.1 The DESIGN-BUILDER shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.

4.17.11.2 The DESIGN-BUILDER shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, excepting Force Majeure type events, whether arising from the execution or from the non-execution of the Work, except as provided for in this article. The DESIGN-BUILDER shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before Completion and Acceptance of the Work and shall bear the expense thereof. The DESIGN-BUILDER shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.

4.17.11.3 The DESIGN-BUILDER shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

4.17.11.4 The DESIGN-BUILDER's responsibility for material shall be the same for COUNTY furnished material, upon receipt of said material from the COUNTY, under this Contract as for DESIGN-BUILDER furnished material.

4.17.11.5 Relief from Maintenance and Responsibility: The DESIGN-BUILDER may request, in writing, from the COUNTY, that the COUNTY relieve the DESIGN-BUILDER of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract. Such action by the COUNTY will relieve the DESIGN-BUILDER of responsibility for injury or damage to said completed portions of the Work resulting from use by the COUNTY or the public for any cause, but not from injury or damage resulting from the DESIGN-BUILDER's own operations or negligence. Portions of the Work for which the DESIGN-BUILDER may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:

- 4.17.11.5.1 Early possession by the COUNTY of any portion of the Work, in accordance with the Contract Documents.
- 4.17.11.5.2 This Paragraph 4.17.11.5.1 does not relieve the DESIGN-BUILDER of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements.

#### 4.17.12 Emergencies

- 4.17.12.1 In an emergency affecting the safety of life, the Work, or adjacent property, the DESIGN-BUILDER shall notify the PROJECT MANAGER as early as possible that an emergency exists. In the meantime, without special instruction from the PROJECT MANAGER as to the manner of dealing with the emergency, the DESIGN-BUILDER shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Field Representative and/or the PROJECT MANAGER may issue instructions, which the DESIGN-BUILDER shall follow. The compensation to which the DESIGN-BUILDER is entitled on account of emergency work, if any, shall be limited to emergencies not caused by actions or inactions of the DESIGN-BUILDER determined in accordance with the Contract Documents, where applicable.
- 4.17.12.2 For purposes of this article, an emergency is defined as an act or event that has already occurred, not caused by actions or inactions of the DESIGN-BUILDER, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the DESIGN-BUILDER to protect the Work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the DESIGN-BUILDER may make prior to storms or hurricanes or other acts of God.

#### 4.17.13 Accident Prevention

- 4.17.13.1 DESIGN-BUILDER shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. DESIGN-BUILDER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 4.17.13.1.1 All persons on the Site or who may be affected by the Work;
  - 4.17.13.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 4.17.13.2 DESIGN-BUILDER shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.
- 4.17.13.3 Upon notification from the COUNTY or its representative(s), the DESIGN-BUILDER shall promptly correct any deficiencies affecting the

safety and well being of the construction workers and the public that have been identified by the notice.

- 4.17.13.4 Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the PROJECT MANAGER. The DESIGN-BUILDER will not be entitled to future claims alleging impacts caused by the COUNTY stoppage of the Work due to safety reasons.

#### 4.18 SCHEDULES

- 4.18.1 The DESIGN-BUILDER shall provide, maintain, and periodically update schedules in strict accordance with the Contract Documents. The Special Provisions shall contain specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates.
- 4.18.2 The DESIGN-BUILDER shall prosecute the Work in accordance with the approved baseline Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the DESIGN-BUILDER shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the COUNTY. In addition, the DESIGN-BUILDER shall revise his schedule to reflect these recovery actions and submit it to the COUNTY for review and approval it being understood that such approval will be as to the format and composition of the schedule and not the DESIGN-BUILDER's means and methods. Additional costs resulting therefrom will be borne by the DESIGN-BUILDER. Delayed progress is defined as:
  - 4.18.2.1 A delay in the start or finish of any activity on the critical path (critical path is defined as the path with the least amount of float) of the approved baseline schedule or most recently approved revision to the baseline; or
  - 4.18.2.2 A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or
  - 4.18.2.3 A projected completion date shown on a schedule update which is later than the contractual completion date; or
  - 4.18.2.4 Any combination of the above.
- 4.18.3 Failure of the DESIGN-BUILDER to comply with the requirements under this provision will be grounds for determination that the DESIGN-BUILDER is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the COUNTY may terminate the DESIGN-BUILDER's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the DESIGN-BUILDER's estimation, the cause(s) of delay are beyond the DESIGN-BUILDER's control, the DESIGN-BUILDER shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.
- 4.18.4 The DESIGN-BUILDER shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors and suppliers, required to perform the



Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the DESIGN-BUILDER or its subcontractors of any tier, from any cause, shall be the responsibility of the DESIGN-BUILDER. No reimbursement of these or any other costs can be requested by or granted to the DESIGN-BUILDER or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the COUNTY or its authorized representatives. Other than the exception described above, additional costs may only be paid to the DESIGN-BUILDER as a result of additional Work added to the Contract scope of work.

4.18.5 The DESIGN-BUILDER shall include a 10-day review timeframe in the Schedule for a COUNTY and SELLER review period following each of the following design milestones: 30%, 60%, 90% and 100% construction documents.

#### 4.19 PROGRESS MEETINGS, REPORTING

4.19.1 General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold general progress meeting every two weeks or more frequently as needed with time coordinated with preparation of draft payment request.

4.19.1.1 Require each entity then involved in planning, coordination, or performance of work to be properly represented at each meeting.

4.19.1.2 Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, submittals, change orders, and documentation of information for payment requests.

4.19.1.3 Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule.

4.19.1.4 Determine how behind-schedule work will be expedited and secure commitments from entities involved in doing so.

4.19.1.5 Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time.

4.19.1.6 Review everything of significance which could affect progress of the work.

4.19.2 Initial Progress Meeting: Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of the work.

4.19.2.1 Use it as an organizational meeting, and review responsibilities and personnel assignments.

4.19.3 Reporting: DESIGN-BUILDER shall within 3 days after each progress meeting date, prepare and distribute copies of minutes-of-the-meeting to each entity present and to others who should have been present. Include a brief summary (in narrative form) of progress of the work since previous meeting and report. The COUNTY shall provide any comments to meeting minutes within 3 days of receipt.



- 4.19.4 Schedule Updating: Immediately following each progress meeting, where revisions to progress schedule have been made or recognized, revise progress schedule. Reissue revised schedule concurrently with report of each meeting.
- 4.19.5 Daily Reports: Prepare a daily report, recording the following information concerning events at the site and submit duplicate copies to PROJECT MANAGER at regular intervals not exceeding weekly intervals:
- 4.19.5.1 List of subcontractors at the site, approximate count of personnel at the site, high/low temperatures, general weather conditions, accidents (refer to accident reports), meetings and significant decisions, stoppages, delays, shortages, losses, meter readings and similar recordings, emergency procedures, field orders, orders/request by governing authorities, change orders received and/or implemented, services connected, disconnected, equipment or system tests and start-ups, partial completions, occupancies, Substantial completions authorized.

## **ARTICLE 5 – THE PROJECT**

- 5.1 LOCATION: The project site is located (Folios: 35-3022-036-0210, 35-3022-036-0050, 35-3022-036-0060, 35-3022-036-0070, and 35-3022-0080) across the street from the Downtown Doral Park and proposed Cultural Center owned by the City of Doral; the property is bound by NW 84<sup>th</sup> Avenue on the east and by NW 53<sup>rd</sup> Terrace on the north in Doral, Florida.

DESCRIPTION: The parties acknowledge and agree that the COUNTY is purchasing approximately .26 acres of vacant land, and the DESIGN-BUILDER is bound to deliver the design and construction of a new library facility consisting of approximately 20,000 S.F. total constructed area on this site. BCC Resolution R-1013-20 details the approval and conditions for the County's purchase of this land and DESIGN-BUILDER shall work with the COUNTY to meet all of the COUNTY's obligations to secure the land; including but not limited to: the successful execution of the Contract for Sale and Purchase, which details the SELLER's required approval of proposed and final plans at 30%, 60%, 90% and 100% construction document milestones; and any other items necessary to effectuate purchase and conveyance of the property to the COUNTY.

The facility shall be a fully air conditioned, reinforced masonry/concrete block structure (CBS).

In addition, parking at grade under building as shown on drawings and any off-site improvements as required by the City of Doral with appropriate landscaping and adequate storm drainage facilities.

The project includes providing all labor, materials, equipment, services and incidentals necessary to prepare the site to a buildable condition and any supportive tasks ancillary to the primary scope of services as described in the Conceptual Plan, Design Criteria Package and the Contract Documents. This building shall meet minimum design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code (FBC), the National Fire Protection Association (NFPA), Fire Safety Code, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design,

construction and occupancy of the facility. It will be the responsibility of the Proposer(s) to secure all permits 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 MDPLS.

- 5.2 **TERM OF THE CONTRACT:** The DESIGN-BUILDER must design, build and substantially complete all of the work within 900 calendar days. It will be the responsibility of the DESIGN-BUILDER to provide signed and sealed architectural and engineering construction documents, to secure all permits and to construct the building and ancillary appurtenances in accordance with all regulatory requirements as well as meeting the needs of COUNTY. Upon failure of the DESIGN-BUILDER to attain Substantial Completion of the Project within the specified period of time (plus approved extensions, if any) the DESIGN-BUILDER shall pay to COUNTY the sum of One Thousand Dollars and zero cents (\$1,000.00) for each calendar day after the time specified for Substantial Completion (plus approved extensions). After Substantial Completion, should the DESIGN-BUILDER neglect, refuse or fail to complete the remaining work within the mutually agreed upon date specified on the "Certificate of Acceptance for Substantial Completion" or any approved extension thereof, the DESIGN-BUILDER shall pay to COUNTY the sum of One Thousand Dollars and zero cents (\$1,000.00) for each calendar day after the time above (plus approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by 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 liquidated damages to the DESIGN-BUILDER will be acknowledged due to delays caused by COUNTY, and said liquidated damages to the DESIGN-BUILDER shall be limited to extension of contract time. Time limits stated in the Contract Documents are of the essence of the Contract.

- 5.3 **PROJECT SCHEDULE:** The DESIGN-BUILDER shall plan, record, and update at least monthly, the design and construction schedule of the Project utilizing the Critical Path Method (CPM) of schedule utilizing the Cost Loaded Microsoft Projects scheduling software for Windows or such other type of cost loaded schedule the COUNTY may approve. In addition, DESIGN-BUILDER shall, as requested by the COUNTY prepare and submit other necessary schedules (all of which are hereinafter referred to as the "Progress Schedule") in the interest of completing the Project in the most expeditious and economical manner. DESIGN-BUILDER shall prepare and submit for the COUNTY's review regarding concurrence the Progress Schedule no later than ten (10) business days after issuance of the NTP. It shall include the dates for commencement and completion of the various stages of design and construction, as well as include all milestones contained in the Design Criteria Package, and shall be revised as required by the conditions of the Work, subject to the COUNTY's approval. The Progress Schedule shall be updated monthly based on percentage completion and submitted to the COUNTY as part of each pay request.

The Owner will review the updated Project Schedule to evaluate the progress of the Work and allocate responsibility if the Project is behind schedule. The DESIGN-BUILDER is not to revise the Project Schedule as part of a payment application. Revised schedules are to be submitted separately for review and acceptance. If at any time the submitted product, in the opinion of the Owner, does not accurately reflect the critical path items or proper durations, does not exhibit proper float, or in any way does not represent an industry

standard product, it will be rejected and transmitted back to the DESIGN-BUILDER for corrections within four ( 4 ) working days at no additional cost to the Owner. No additional time to the Contract will be provided for corrections to the Project Schedule. The Owner reserves the right to require such information from the DESIGN-BUILDER as may be necessary to determine the accuracy of the Project Schedule and any updates thereof. Failure to provide the monthly Project Schedule will preclude the DESIGN-BUILDER from submitting a delay claim and receiving full progress payment(s).

5.4 ADDITIONAL SERVICES: Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The DESIGN-BUILDER shall provide these services, if authorized by an appropriate "Work Order", and will be compensated for as provided under Section 10.2.

5.4.1 Design-build services relative to future facilities, systems and equipment associated with the site, but that are not intended to be constructed as part of this Project.

5.4.2 Research, analysis, and recommendations for design criteria packages for design-build projects associated with this site.

5.4.3 Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the COUNTY and are due to causes beyond the control of the DESIGN-BUILDER. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).

5.4.4 Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

5.4.5 Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the COUNTY.

5.4.6 The DESIGN-BUILDER's assistance may be sought by the COUNTY for warranties exceeding the one-year period covered under the Scope of Work, for which the DESIGN-BUILDER will be compensated as mutually agreed to by the DESIGN-BUILDER and the COUNTY.

5.4.7 Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted design-build practice.

5.5 REIMBURSABLE EXPENSES: These expenses are those pre-authorized by COUNTY and consist of actual expenditures made by the DESIGN-BUILDER and the DESIGN-BUILDER's employees, sub-consultants (to include specialty consultants) and sub-contractors in the interest of the Project for the following purposes:

5.5.1 Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;

5.5.2 Surveys, soils investigation reports, utilities investigation reports;

- 5.5.3 Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;
  - 5.5.4 Reproductions, excluding those for the office use of the DESIGN-BUILDER and check/review sets required by the Contract;
  - 5.5.5 Courier services, except as chosen by DESIGN-BUILDER in order to deliver documents and check/review sets required by the Contract;
  - 5.5.6 Other equipment or supplies if specifically requested and authorized by COUNTY.
- 5.6 ADEQUATE STAFFING: In connection with the Design-Build Services to be rendered pursuant to this Contract, the DESIGN-BUILDER further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Service Order and in accordance with the approved project schedule. COUNTY has the right to approve the DESIGN-BUILDER's workforce and to approve specific DESIGN-BUILDER employees. COUNTY has the right to have any DESIGN-BUILDER's employee removed from the work, if, in COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by it without prior COUNTY approval.
- 5.7 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 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 Section 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", hereof such data or information is the property of the County.
- 5.7.1 Publicity and Credits: The DESIGN-BUILDER must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."
- 5.7.2 Use of County's Name in DESIGN-BUILDER Advertising or Public Relations: The County reserves the right to review and approve County-related copy prior to publication. The DESIGN-BUILDER shall not allow County-related copy to be published in DESIGN-BUILDER's advertisement or public relations programs until submitting the County-related copy and receiving prior approval from the County. The DESIGN-BUILDER shall agree that published information on the County or the County's program shall be factual and in no way imply that the County endorses the DESIGN-BUILDER 's firm, service or product. The DESIGN-BUILDER shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.
- 5.8 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 period shall be covered by the Surety Performance Bond as specified in this Contract, except in cases where the COUNTY determines that the cause is due to design errors or omissions, in which case the DESIGN-BUILDER's insurance shall cover the work. In the case of defects or failure in a part of the Work, which the COUNTY takes possession of prior to Final Acceptance, 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 or who has agreed to maintain the Work, the 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 materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the DESIGN-BUILDER will not relieve him of any obligation under the Contract.

- 5.8.1 The DESIGN-BUILDER, at no additional expense to COUNTY, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, 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.
- 5.8.2 Sub-contractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of COUNTY provided that, if directed by COUNTY, the DESIGN-BUILDER requires such sub-contractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to COUNTY.
- 5.8.3 The rights and remedies of COUNTY provided in this Section are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 5.8.4 Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by COUNTY or other public body, utility or entity to which ownership has been transferred.
- 5.8.5 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 his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Section 5.8.6 of this Article.
- 5.8.6 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 COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER's expense.



- 5.8.6.1 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 to completed work, shall be at the DESIGN-BUILDER's expense.
- 5.8.6.2 No action relating to the approval of alternative materials will be taken by 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 60 days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 5.8.6.3 Where classification, rating, or other certification by a body such as, but not limited to, UL, 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 Specification requirements. Testing required to prove equality of the material proposed shall be at the DESIGN-BUILDER's expense.
- 5.8.6.4 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 the Miami Dade Public Library Systems or the Internal Services Department.
- 5.8.6.5 SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated to be furnished by COUNTY.
- 5.8.6.6 Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract.
- 5.8.6.7 DEFECTIVE MATERIALS: 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 COUNTY. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by COUNTY, made under the provisions of this Article, 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.
- 5.8.6.8 Handling of Materials: 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.
- 5.8.6.9 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 COUNTY 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 COUNTY expressly agrees in writing to assume.

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

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

- 5.8.8 Property Rights in Materials: The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by COUNTY to the DESIGN-BUILDER for materials delivered to the site of the Work, or stored subject to or under the control of 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 COUNTY.

## **ARTICLE 6 SUB-CONSULTANTS**

- 6.1 **DEFINITION**: 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 an Contract with the DESIGN-BUILDER to furnish professional services for the scope of work described under Section 12.1.
- 6.2 **SERVICES**: All services provided by the sub-consultants shall be pursuant to appropriate agreements between the DESIGN-BUILDER and the sub-consultants which shall contain provisions that preserve and protect the rights of COUNTY and the DESIGN-BUILDER under this Contract, and which impose no responsibilities or liabilities on COUNTY.

6.3 LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following sub-consultants for the Project:

Firm Name: FERGUSON GLASGOW SHUSTER SOTO, INC.  
Consulting Services: ARCHITECTURE (LEAD A/E) & ARCHITECTURE (LEAD A/E)  
Legal address: 901 Ponce de Leon Blvd., Ste 304,  
Coral Gables, Florida 33134

Firm Name: LOUIS J AGUIRRE & ASSOCIATES, PA  
Consulting Services: MEP Engineering  
Legal address: 9150 South Dadeland Boulevard, Suite 900  
Miami, Florida 33156

Firm Name: DOUGLAS WOOD ASSOCIATES, INC.  
Consulting Services: Structural – Electrical Engineering for Buildings and Other Structures  
Legal address: 5040 NW 7<sup>th</sup> Street, Suite 820  
Miami, FL 33126

Firm Name: GRAEF-USA, INC. (GRAEF)  
Consulting Services: Structural – Electrical Engineering for Buildings and Other Structures  
Legal address: 9400 South Dadeland Boulevard, Suite 601  
Miami, Florida 33156

Firm Name: CURTIS & ROGERS DESIGN STUDIO, Inc.  
Consulting Services: Architectural Design for Public Places & Urban Living  
Legal address: 7520 Red Road  
Miami, Florida 33143

Firm Name: ARDAMAN & ASSOCIATES, INC.  
Consulting Services: Geotechnical & Environmental Engineering Services  
Legal address: 2608 W 84<sup>th</sup> Street  
Hialeah, Florida 33016

Firm Name: HADONNE CORP  
Consulting Services: Land Surveying, Subsurface Utility Engineering, Utility Coordination Services  
Legal address: 1985 NW 88TH Court  
Doral, Florida 33172

Firm Name: SPINNAKER GROUP, LLC.  
Consulting Services: General Contractors specializing in LEED Construction  
Legal address: 1177 Clare Avenue, #7  
West Palm Beach, Florida 33401

Firm Name: TOM GRABOSKI ASSOCIATES INC.  
Consulting Services: Civil Engineering  
Legal address: 4649 Ponce de Leon Blvd. Suite 401  
Coral Gables, Florida 33146

- 6.4 REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any sub-consultant without COUNTY's prior approval. A written request from the DESIGN-BUILDER must be submitted to COUNTY, stating the reasons for the proposed change.
- 6.5 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 Schedule of Participation and Letters of Intent as presented in the DESIGN-BUILDER's proposal for the project:

**28.00% SBE - A/E goal (Design portion only)**

(Refer to – Community Business Enterprise (CBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services  
[Implementing Order 3-32](#))

**30.00% SBE - Construction goal (Construction portion only)**

(Refer to Community Small Business Program for the Purchase of Construction Services –  
[Implementing Order 3-22](#))

**SBE-Good & Services – 0.00% Goal**

(Refer to – Small Business Enterprise (SBE) Program for the Purchase of Goods and Services  
[Implementing Order 3-41](#))

**ARTICLE 7  
SUB-CONTRACTORS**

- 7.1 DEFINITION: A Sub-contractor is a person or organization which is properly registered as a General Contractor with the State for the particular trade he/she will be rendering services under, who has signed anContract with the DESIGN-BUILDER to furnish construction/installation-related services for the scope of work described under Section 12.1.
- 7.2 SERVICES: All services provided by the sub-contractors shall be pursuant to appropriate agreements between the DESIGN-BUILDER and the sub-contractors which shall contain provisions that preserve and protect the rights of COUNTY and the DESIGN-BUILDER under this Contract, and which impose no responsibilities or liabilities on COUNTY.
- 7.3 LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following sub-contractors for the Project:

Company Name: Ruiz Trans Development  
Sub-contracting Services: Earthwork  
Legal address: 12491 SW 134th Ct, Miami, FL 33186

Company Name: Arazoza Brothers Corporation  
Sub-contracting Services: Landscaping and Irrigation  
Legal address: 15901 SW 242nd St, Homestead, FL 33031

Company Name: Remior Industries  
Sub-contracting Services: Misc Metals  
Legal address: 9165 NW 96th St, Miami, FL 33178

Company Name: Apex Air Conditioning  
Consulting Services: HVAC  
Legal address: 700 W 20th St, Hialeah, FL 33010

Company Name: Royal Cabinetry & Millwork  
Consulting Services: Finishes  
Legal address: 3635 E 10th Ct, Hialeah, FL 33013

Company Name: Pena Alum Glazing Contractors  
Sub-contracting Services: Windows  
Legal address: 2250 NW 95th Ave, Doral, FL 33172

Company Name: BGL Plumbing  
Sub-contracting Services: Plumbing  
Legal address: 8228 SW 5TH Street, Miami FL 33144

Company Name: Electrical Alliance Corp.  
Sub-contracting Services: Electrical  
Legal address: 7904 SW 146th Ct, Miami, FL 33183

- 7.4 REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any sub-contractor without COUNTY's prior approval. A written request from the DESIGN-BUILDER must be submitted to COUNTY, stating the reasons for the proposed change.
- 7.5) 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 Schedule of Participation and letter of Intent as presented in the DESIGN-BUILDER's proposal for the project:

**58.00% Community Small Business Enterprise (CSBE) Goal  
(of the total construction cost)**

## **ARTICLE 8 SUB-CONTRACTS**

- 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. Where a percentage of a Proposal Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Proposal Item, determined from information submitted by the DESIGN-BUILDER, subject to approval by COUNTY. The materials acquired by the DESIGN-BUILDER for the purposes of this project, which are produced by other than the DESIGN-BUILDER's forces, may not be considered as being subcontracted. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and COUNTY determined that it would be to COUNTY's advantage, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from COUNTY. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.
- 8.2 **LIMITATIONS:** The limitations set forth in Section 8.1 of this Article, as to the amount of work that may be subcontracted, do not apply to work performed by equipment-rental agreement. However, for work to be performed by equipment-rental agreement, the DESIGN-BUILDER shall notify the COUNTY in writing of such intention before using the rented equipment, and shall indicate whether the equipment is being rented on an operated or non-operated basis. The DESIGN-BUILDER's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the COUNTY, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
- 8.2.1 The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the project. If equipment is being rented without operators, the DESIGN-BUILDER shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the DESIGN-BUILDER, when required by the Contract or requested by the COUNTY, shall submit payrolls from the lessor with the names of the operators shown thereon.
- 8.3 **SUB-CONTRACT DOCUMENTS:** The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among sub-contractors nor in establishing the extent of Work to be performed by any trade.
- 8.4 **INSURANCE REQUIREMENTS:** No sub-consultant and/or subcontractor shall be permitted to perform work at the Work site until he/she, or the DESIGN-BUILDER, in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to COUNTY.
- 8.5 **AGREEMENT TO SCHEDULE:** Each Sub-contractor, as part of his submittal of required documentation under this Article, and prior to starting work, shall submit written certification that he has reviewed the DESIGN-BUILDER's schedule and agrees to work within the time frames specified therein.

**ARTICLE 9**  
**OWNER'S (COUNTY) RESPONSIBILITIES**

- 9.1 INFORMATION FURNISHED: COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information, or may authorize the DESIGN-BUILDER to provide the information as a Reimbursable Service.
- 9.1.1 The DESIGN-BUILDER will be entitled, unless otherwise noted, to rely on the accuracy and completeness of the following information provided by COUNTY.
- 9.1.1.1 Information regarding the Project budget, COUNTY'S procedures, safety manuals, guidelines, forms, formats and assistance to establish the Project Program.
- 9.1.1.2 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, including general topographic survey, boundary survey with existing utilities locations. Any additional surveys necessary for the design or construction of the project will be the responsibility of the DESIGN-BUILDER. The DESIGN-BUILDER is responsible to request any and all existing 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.
- 9.1.2 Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the DESIGN-BUILDER. The COUNTY does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the DESIGN-BUILDER. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the COUNTY to indicate the true quantities or distribution of quantities unless the DESIGN-BUILDER is expressly directed to rely on such information to prepare and submit his Bid.
- 9.1.3 COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation from COUNTY shall follow immediately thereafter. The DESIGN-BUILDER shall submit a proposal, in a form acceptable to COUNTY, upon COUNTY'S request prior to the issuance of a Work Order. No payment shall be made for the DESIGN-BUILDER'S time or services in connection with the preparation of any such proposal. COUNTY shall confer with the DESIGN-BUILDER before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Contract.
- 9.2 PROJECT MANAGEMENT: COUNTY shall designate a Project Manager to act as liaison between the DESIGN-BUILDER and COUNTY. 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 PROJECT



MANAGER at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the DESIGN-BUILDER'S work in accordance with approved "Project Schedule" to establish and/or review programmatic requirements and scope of Project. The DESIGN-BUILDER and its Sub-consultants should visit the site periodically during the Design Phase to assess existing conditions. The DESIGN-BUILDER shall communicate with COUNTY in the most efficient manner and using electronic means to the greatest extent possible as directed by COUNTY.

- 9.2.1 PROJECT MANAGER will provide limited administration of the Contract as provided in the Contract Documents and will be the representative of COUNTY. The Project Manager will have authority to act on behalf of COUNTY only to the extent provided in the Contract Documents. The PROJECT MANAGER is not authorized to revoke, alter, or waive any requirements of the Contract. The PROJECT MANAGER will negotiate and act on behalf of the COUNTY to the authorized limits of his authority as specified in the Contract Documents.
- 9.2.2 The COUNTY shall designate, from time to time, one or more representatives authorized to act on the COUNTY's behalf with respect to the Project, together with the scope of his/her respective authority. Functions for which this Contract provides to be performed by the COUNTY may be delegated by the COUNTY only by written notice to the DESIGN-BUILDER from the COUNTY. The DESIGN-BUILDER shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this Contract. Directions and decisions made by Project Manager within his/her respective authority shall be binding on the COUNTY.
- 9.2.4 PROJECT MANAGER, and other representatives authorized by the COUNTY will at all times have access to the Work wherever it is in preparation or progress. DESIGN-BUILDER shall provide safe and proper facilities for such access and for inspection.
- 9.2.3 During the term of this Contract, PROJECT MANAGER shall have the right to review DESIGN-BUILDER's Design Professionals' Work at such intervals as deemed appropriate by PROJECT MANAGER and as outlined in the Contract for compliance therewith with the Contract documents. However, no actions taken during such review or site visit by PROJECT MANAGER shall relieve DESIGN-BUILDER of any of its obligations of single-point responsibility for the design and construction of this Project nor form the basis for a Claim if such actions extend the Contract Completion Date beyond the Contract Time.
- 9.2.4 PROJECT MANAGER will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely DESIGN-BUILDER's responsibility.
- 9.2.5 Based on Project Manager's Project site visits, review of Design Work, and evaluations of DESIGN-BUILDER's Applications For Payment, Project Manager will recommend amounts, if any, due DESIGN-BUILDER and will issue Certificates For Payment in such amounts.

- 9.2.6 Project Manager will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. Project Manager will have the authority to stop the Work, or any portion thereof, until the affected work is corrected to the satisfaction of the PROJECT MANAGER. Whenever PROJECT MANAGER considers it necessary, or advisable, for implementation of the intent of the Contract Documents, PROJECT MANAGER will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of PROJECT MANAGER conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of COUNTY or PROJECT MANAGER to DESIGN-BUILDER, or any person or entity claiming under, or through, DESIGN-BUILDER.
- 9.2.7 PROJECT MANAGER will have the authority to conduct inspections as provided in the Contract Documents, to take Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by DESIGN-BUILDER; and will issue a final Certificate For Payment upon DESIGN-BUILDER's compliance with the requirements of the Contract Documents. PROJECT MANAGER'S FAILURE to make early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the PROJECT MANAGER from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.
- 9.2.8 PROJECT MANAGER will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by DESIGN-BUILDER. Should DESIGN-BUILDER discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; then, before proceeding with the Work affected, DESIGN-BUILDER shall notify PROJECT MANAGER in writing and request interpretation, or clarification. PROJECT MANAGER's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should DESIGN-BUILDER proceed with the Work affected before receipt of a response from PROJECT MANAGER, any portion of the Work which is not done in accordance with PROJECT MANAGER's interpretations, clarifications, instructions, or decisions shall be removed or replaced and DESIGN-BUILDER shall be responsible for all resultant losses.
- 9.2.9 The PROJECT MANAGER shall act on behalf of COUNTY in all matters pertaining to this Contract, and shall issue written authorizations to proceed to the DESIGN-BUILDER for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter.
- 9.2.10 The DESIGN-BUILDER shall submit a proposal, in a form acceptable to COUNTY, upon the PROJECT MANAGER's request prior to the issuance of a Service Order.

No payment shall be made for the DESIGN-BUILDER'S time or services in connection with the preparation of any such proposal. The PROJECT MANAGER shall confer with the DESIGN-BUILDER before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Contract.

- 9.2.11 During the construction phase, the DESIGN-BUILDER shall provide services for the responsibilities assigned to the DESIGN-BUILDER by the "General Conditions" and "Technical Specifications" of the construction contract provided such services are consistent with this Contract.

### 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 PROJECT MANAGER shall act on behalf of COUNTY in all matters pertaining to this Contract as authorized by COUNTY, 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 COUNTY request for proposal issued by the PROJECT MANAGER 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 PROJECT MANAGER, in a form acceptable to the PROJECT MANAGER. 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 COUNTY does not proceed with the changed or additional Work.

The PROJECT MANAGER shall confer with the DESIGN-BUILDER before any request for proposal is issued by the COUNTY or the COUNTY'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 COUNTY, and the Work completed is included in a duly submitted invoice in accordance with this Contract.

- 9.4 REGULATORY CAPACITY: Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the Departments of Regulatory and Economic Resources (RER),

Public Works and Waste Management (PWWM), Fire-Rescue (MDFRD) and Water & Sewer (WASD) or their successors.

## **ARTICLE 10 BASIS OF COMPENSATION**

10.1 DESIGN-BUILD SERVICES FEE: COUNTY agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the amount computed under this Section called the "Design-Builder's Fee".

10.1.1 Percentage of Construction Cost - NOT APPLICABLE

10.1.2 Agreed Fixed Sum

10.1.2.1 Under this compensation basis, the DESIGN-BUILDER agrees to perform the Design-Build Services described in this Contract for an agreed fixed dollar amount of compensation.

10.1.2.2) The aggregate sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project shall be limited as follows:

Phase I – Design	\$885,270.00
Phases II – Construction	\$9,350,000.00
<b>Total Amount for Phases I to II</b>	<b>\$10,235,270.00</b>

The parties agree that the above-mentioned amount of compensation may not be authorized and that the DESIGN-BUILDER shall not be entitled to any fees beyond those specified and authorized through applicable Service Orders, according to the Task Breakdown for Phases I to II, as indicated in Article 12 "Scope of Services".

10.1.3 FEE FOR DESIGN OF ALTERNATES: The DESIGN-BUILDER shall not be entitled to compensation for alternates required because of the failure of the DESIGN-BUILDER to design the Project so that it may be constructed within the total allocated construction funds. COUNTY may recognize exceptional construction market cost fluctuations to relieve the DESIGN-BUILDER of this provision, before exercising this option.

10.1.4 FEE FOR WORK AUTHORIZED FROM THE CONSTRUCTION CONTINGENCY ALLOWANCE: When a portion or all of the Contingency Allowance is utilized to authorize changes to the Construction Contract, except when the change is due to the DESIGN-BUILDER'S errors and/or omissions, the DESIGN-BUILDER will be authorized an Additional Services fee for that amount computed by the method agreed upon under Section 10.2 of this Contract, provided that such changes are not attributable to errors or omissions.

10.1.5 FEE FOR CHANGE ORDERS TO THE CONSTRUCTION CONTRACT: The DESIGN-BUILDER will be authorized an Additional Services fee for that amount computed by the method agreed between COUNTY and the DESIGN-

BUILDER as described in Section 10.2 of this Contract, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions.

- 10.1.6 For Extra Work performed by the DESIGN-BUILDER's own forces, the DESIGN-BUILDER agrees that his proposed cost to perform said Extra Work will in no event include a rate for overhead in excess of fifteen percent (15%).
- 10.1.7 For Extra Work performed by a Subcontractor's forces, the DESIGN-BUILDER agrees that his proposed cost to perform said Extra Work will in no event include Overhead in excess of fifteen percent (15%). The DESIGN-BUILDER may then add five percent (5%) times the Subcontractor's or sub-tier Subcontractor's actual Direct Cost as direct compensation for the Contractor's Overhead and all other costs associated with the Subcontractors Work at all tiers.

## 10.2 ADDITIONAL SERVICES/REIMBURSABLE EXPENSES FEE

- 10.2.1 At the discretion of COUNTY, the DESIGN-BUILDER may be authorized to perform Additional Services/Reimbursable Expenses described under Sections 5.4 and 5.5 of this Contract. The fee for Additional Services will be compensated either as an Agreed Fixed Sum or based on Multiple of Direct Salary, as mutually agreed to by COUNTY and the DESIGN-BUILDER.
- 10.2.2 NOT APPLICABLE
- 10.2.3 NOT APPLICABLE
- 10.2.4 As provided in Section 5 the DESIGN-BUILDER shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by COUNTY. Reimbursable expenses may include: expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of AutoCAD workstations (computers).
- 10.2.5 Expenses for travel outside Miami-Dade County (except commuting), transportation and subsistence by DESIGN-BUILDER personnel in the furtherance of the work will be reimbursed according to the provisions of Chapters 112.061, 125.0104, 159.47 of the Florida Statutes and Sections 1.06 and 4.02 of the Miami-Dade County Code, as presently written or hereafter amended. The DESIGN-BUILDER shall obtain prior authorization from COUNTY for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses.
- 10.2.6 The COUNTY after verifying appropriate bills, invoices or statements will reimburse the DESIGN-BUILDER for the costs of reimbursable expenses, as indicated in Section 5.5 of this Agreement. The aggregate sum for all payments to the DESIGN-BUILDER for Reimbursable Expenses on this Project shall be limited to **(\$8,852.70)**.



- 10.2.7 This project is a design-build services agreement for the design-build of a facility on public property, therefore an Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account, computed as 10% of the design-related portion of the compensation plus 5% of the construction-related portion of the compensation, will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the design-build services fee. As a result, the aggregate sum for all payments to the DESIGN-BUILDER for Additional Services authorized on this Project shall be limited to **(\$556,027.00)**.

### 10.3 DEDICATED ALLOWANCE ACCOUNT

- 10.3.1 At the discretion of the COUNTY, 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 not exceed the individual amount authorized by the COUNTY through direct negotiation with the DESIGN-BUILDER. Expenses provided in the aforementioned allowance are as follows:

10.3.1.1) **Permit Fees: \$409,410.80**

- 10.3.2 The DESIGN-BUILDER shall obtain prior authorization from the COUNTY 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 The aggregate sum for all payments to the DESIGN-BUILDER for expenses resulting from the aforementioned Services on this Project, will not exceed **(\$409,410.80)**.
- 10.3.4 The parties agree that the above-mentioned amount of compensation may not be authorized and that the DESIGN-BUILDER shall not be entitled to any fees beyond those specified and authorized through applicable task orders, according to the tasks listed in Section 10.3.1.

### 10.4 REIMBURSEMENT

- 10.4.1 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.



- 10.4.2 The sum of the Contingency Account and the Dedicated Allowance Account is **(\$965,437.80)** for all payments to the DESIGN-BUILDER for any Additional Services authorized by the PROJECT MANAGER on this Project.
- 10.4.3 Therefore, the total amount for this Contract shall be limited to **(\$11,209,560.50)**. Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the total Contract amount.
- 10.4.4 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 Article 10.1.1.

**ARTICLE 11**  
**PAYMENTS TO THE DESIGN-BUILDER**

**11.1 PAYMENTS TO THE DESIGN-BUILDER FOR PHASE I -DESIGN SERVICES**

- 11.1.1) **10%** upon completion and approval of Site Investigation, Programming and Schematic Design;
- 11.1.2) **25%** upon completion and approval of Design Development;
- 11.1.3) **20%** upon completion and approval of 50% of Construction Documents;
- 11.1.4) **25%** upon completion and approval of 100% of Construction Documents, submittal of required renderings and approved Permit Dry Run. Furthermore, 5% of this phase's amount will be retained by the COUNTY from the DESIGN-BUILDER until permitting is completed;
- 11.1.5) **18%** upon completion of Construction;
- 11.1.6) **2%** upon delivery of As-built drawings and issuance of Certificate of Occupancy.
- 11.1.7) All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.
- 11.1.8) Before the DESIGN-BUILDER can receive any payment, except the first payment, for monies due him as a result of a percentage of the Work completed, he must provide the COUNTY with duly executed release of lien from all sub-consultants, sub-contractors, and suppliers who have performed any work or supplied any material on the project as of the date, stating that said sub-consultants, sub-contractors, or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the DESIGN-BUILDER may, at the COUNTY's sole discretion after the DESIGN-BUILDER demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition, identifying the sub-contractors and the amounts for which the Statement of Satisfaction cannot be furnished.

**11.2 RETAINAGE**

The COUNTY shall retain a portion of each such invoice equal to five percent (5 %) of the amount due for burdened labor, materials and fixed fee only, accrued by the DESIGN-BUILDER through the Construction Administration and Construction phases of the Contract, inclusive of Change Orders, pursuant to Florida Statutes Chapter 255.05. The amount retained by the COUNTY during the aforementioned phases shall

be released to the DESIGN-BUILDER upon completion of construction, as specified in Section 11.1.6 of this Agreement.

### 11.3 PAYMENT FOR ADDITIONAL SERVICES

- 11.3.1) Payment for Additional Services may be requested monthly in proportion to the services performed.
- 11.3.2) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

### 11.4 PAYMENTS TO THE DESIGN-BUILDER FOR CONSTRUCTION SERVICES

- 11.4.1 The DESIGN-BUILDER shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 11.4.2 The COUNTY will make progress payments monthly as the work proceeds. The DESIGN-BUILDER shall, within 15 days after Notice-to-Award, furnish a Schedule of Values, following the Construction Specifications Institute (CSI) format for organizing construction information, for review and approval by the COUNTY consisting of a detailed cost breakdown of each lump sum bid item in the bid form in such detail as the PROJECT MANAGER shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the DESIGN-BUILDER to each individual Subcontractor.
  - 11.4.2.1 The unit prices shall be in proper balance and shall be subject to approval by the PROJECT MANAGER. In the preparation of estimates, the PROJECT MANAGER, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the DESIGN-BUILDER at locations other than the Work Site may also be taken into consideration under this article when the DESIGN-BUILDER furnishes satisfactory evidence that it will be utilized on the work covered by this Contract.
- 11.4.3 In making such progress payments, five-percent (5%), of the estimated amount shall be retained from each progress payment made to the DESIGN-BUILDER until completion of the work has been established. The retainage will be released to the DESIGN-BUILDER, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the COUNTY or DESIGN-BUILDER. If, at the discretion of the COUNTY, any time after Fifty-Percent (50%) Completion of the work has been established, the COUNTY finds that satisfactory progress is being made, it

may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, the COUNTY, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the DESIGN-BUILDER all or a portion of such excess amount.

- 11.4.4 Material and work covered by progress payments shall become the sole property of the COUNTY. This provision shall not be construed as relieving the DESIGN-BUILDER from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the COUNTY to require the fulfillment of the terms of the Contract.
- 11.4.5 Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
  - 11.4.5.1 The DESIGN-BUILDER's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, material-men and suppliers. The DESIGN-BUILDER shall remit payment due to subcontractors within ten (10) days after the DESIGN-BUILDERS' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
- 11.4.6 No progress payments will knowingly be made for work not in accordance with this Contract.
- 11.4.7 Applications for progress payments shall be in the format as prescribed by the COUNTY. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the DESIGN-BUILDER as well as the amount to be paid to each of the DESIGN-BUILDER's Subcontractors and suppliers. The DESIGN-BUILDER shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost-reimbursable basis will, under procedures of the COUNTY, be subject to the COUNTY's audit review of the DESIGN-BUILDER's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the DESIGN-BUILDER has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the DESIGN-BUILDER shall maintain and make available for audit inspection and copying by the COUNTY, State and the Government and their authorized representatives, all records subject to audit review.

- 11.4.8 The COUNTY, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the PROJECT MANAGER, based on actual invoice costs to the DESIGN-BUILDER, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the COUNTY. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:
- 11.4.8.1 The material has been stored and stockpiled in a manner acceptable to the PROJECT MANAGER at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the PROJECT MANAGER. If such materials are stored outside Miami-Dade County, the DESIGN-BUILDER shall accept responsibility for and pay all personal and property taxes that may be levied against the COUNTY by any state or subdivision thereof on account of such storage of such material. The COUNTY will permit the DESIGN-BUILDER, at his own expense, to contest the validity of any such tax levied against the COUNTY and in the event of any judgment or decree of a court against the COUNTY, the DESIGN-BUILDER agrees to pay same.
  - 11.4.8.2 The DESIGN-BUILDER has furnished the PROJECT MANAGER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
  - 11.4.8.3 The DESIGN-BUILDER has furnished the PROJECT MANAGER with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the COUNTY. The PROJECT MANAGER may allow only such portion of the amount represented by these bills as, in his opinion, is consistent with the reasonable cost of such materials.
  - 11.4.8.4 The DESIGN-BUILDER has furnished the COUNTY legal title (free of debts, claims, liens, mortgages, taxes or encumbrances of any kind) to the material so stored and stockpiled and subject only to the COUNTY's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the COUNTY. The DESIGN-BUILDER at his own expense shall mark such material as the property of the COUNTY and shall take such other steps, if any, the COUNTY may require or regard as necessary to vest title in the COUNTY to such material.
  - 11.4.8.5 The DESIGN-BUILDER has furnished the COUNTY evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged or unsatisfactory shall be deducted from succeeding



applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the COUNTY.

- 11.4.8.6 It is understood and agreed that the transfer of title and the COUNTY's payment for such stored or stockpiled materials shall in no way relieve the DESIGN-BUILDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive COUNTY's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.
- 11.4.8.7 In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the DESIGN-BUILDER and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed seventy percent (70%) of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.
- 11.4.8.8 No partial payment will be made for stored or stockpiled living or perishable plant materials.
- 11.4.8.9 The DESIGN-BUILDER shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.
- 11.4.8.10 Materials may be subject to being purchased by the COUNTY directly under the County's "Direct Material Purchase Program" and installed by the DESIGN-BUILDER, as applicable, in accordance with the Contract Documents.
- 11.4.9 Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
  - 11.4.9.1 The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The COUNTY will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the DESIGN-BUILDER showing that the DESIGN-BUILDER has paid them.
  - 11.4.9.2 The COUNTY reserves its right to withhold payment for General Requirements, in whole or in part, at the COUNTY's sole discretion, in accordance with Paragraph 11.4.11 below.
- 11.4.10 If any claim is filed against the project for labor, materials, supplies or equipment which the COUNTY has determined to have been incorporated on the site and the DESIGN-BUILDER has not paid for, the COUNTY will have the right to retain from payments otherwise due the DESIGN-

BUILDER, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.

- 11.4.11 In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
- 11.4.11.1 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
  - 11.4.11.2 Reasonable indication that the Work will not be completed within the Contract Time,
  - 11.4.11.3 Damage to another Contractor,
  - 11.4.11.4 Unsatisfactory prosecution of the Work by the DESIGN-BUILDER,
  - 11.4.11.5 Failure of the DESIGN-BUILDER, or his Subcontractors, to pay wage rates, when applicable as required by the Contract.
  - 11.4.11.6 In the event the Surety on the Performance and Payment Bond provided by the DESIGN-BUILDER becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the DESIGN-BUILDER provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
  - 11.4.11.7 If any work or material is discovered which, in the opinion of either the Architect/Engineer or the PROJECT MANAGER, is defective, or should a reasonable doubt arise on the part of the either the Architect/Engineer or the PROJECT MANAGER as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.
  - 11.4.11.8 In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.
- 11.4.12 The DESIGN-BUILDER shall submit with each monthly invoice the certified payroll forms for all employees on the job in accordance with applicable Responsible Wages and Benefits (Ordinance No. 90-143 and codified in Miami-Dade County Code Section 2-11.16). Failure to provide this information will cause the PROJECT MANAGER to return the invoice to the

DESIGN-BUILDER until such time as the DESIGN-BUILDER properly submits the information.

- 11.4.13 Failure to comply with the insurance requirements listed in the Contract Documents may result in the COUNTY's withholding or delaying payment to the DESIGN-BUILDER.

## 11.5 TAXES

- 11.5.1 Except as may be otherwise provided for in the Contract Documents, the price or prices bid for the Work shall include full compensation for all federal, state, local and foreign taxes, fees and duties that the DESIGN-BUILDER is or may be required to pay and the DESIGN-BUILDER shall be responsible for the payment thereof during the prosecution of the work.
- 11.5.2 The DESIGN-BUILDER's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The DESIGN-BUILDER shall not collect taxes upon making delivery to the COUNTY.
- 11.5.3 The COUNTY, at its sole discretion, upon request of the DESIGN-BUILDER and where appropriate, may furnish to the DESIGN-BUILDER appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the agreement and from which the COUNTY is exempt.

## 11.6 PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 11.6.1 The DESIGN-BUILDER shall pay all Subcontractors for and on account of work performed by such Subcontractors in accordance with the terms of their respective subcontracts and in accordance with Ordinance Nos. 94-40, and 02-29, Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.
- 11.6.2 Before the DESIGN-BUILDER can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the PROJECT MANAGER with duly executed release of claim from all subcontractors and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the DESIGN-BUILDER may, at the COUNTY's sole discretion after the DESIGN-BUILDER demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.
- 11.6.3 The DESIGN-BUILDER's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to

Requisition Payment is furnished. The Subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the PROJECT MANAGER to return the invoice to the DESIGN-BUILDER until such time as the DESIGN-BUILDER properly submits the information.

## 11.7 CONTRACT PRICES – PROPOSAL FORM

- 11.7.1 Payment for the various Bid Items listed in the Proposal Form shall constitute full compensation for furnishing plant, labor, equipment, appliances and materials and for performing operations required to complete the Work in conformity with the Contract Documents. All costs for work shown or indicated by the Contract Documents, although not specifically provided for by a Bid Item in the Bid Form, shall be included in the most appropriate Bid Item price for the items listed. Except for the relief provided by the applicable section of the Contract Documents governing Differing Site Conditions, the DESIGN-BUILDER will not be entitled to additional compensation for providing an activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

## 11.8 FINAL PAYMENT

- 11.8.1 After the Work has been accepted by the COUNTY, subject to the provisions of the Contract Documents, a final payment will be made as follows:
- 11.8.1.1 Prior to Final Acceptance of the Work, the DESIGN-BUILDER shall prepare and submit a proposed final application for payment to the Architect/Engineer and the PROJECT MANAGER showing the proposed total amount due the DESIGN-BUILDER, segregated as to Bid Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the DESIGN-BUILDER intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.
- 11.8.1.2 The COUNTY will review the DESIGN-BUILDER's proposed final application for payment and necessary changes or corrections will be forwarded to the DESIGN-BUILDER. Within 10 days thereafter, the DESIGN-BUILDER shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer and/or PROJECT MANAGER together with additional claims resulting therefrom. Upon approval by the COUNTY, the corrected proposed final

application for payment will become the approved final application for payment.

- 11.8.1.3 If the DESIGN-BUILDER files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the COUNTY, and agreements are reached on all questions regarding the final application for payment, the COUNTY, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 11.8.3 below, will pay the entire sum found due on the approved final application for payment.
  - 11.8.1.4 Upon final determination of any and all claims, the COUNTY, in exchange for properly executed close-out documents specified in Paragraph 11.8.3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
  - 11.8.1.5 The release from the DESIGN-BUILDER will be from any claims arising from the Work under the Contract. If the DESIGN-BUILDER's claim to amounts payable under the Contract has been authorized by the COUNTY for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
  - 11.8.1.6 Final payment will be made within 30 days after approval of the final notice and resolution of DESIGN-BUILDER's claims, or 30 days after Final Acceptance of the Work by the COUNTY, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the COUNTY shall make payment of sums not in dispute without prejudice to the rights of either the COUNTY or the DESIGN-BUILDER in connection with any disputed items.
  - 11.8.1.7 Prior to payment of a claim settlement, the claim may be audited by the COUNTY and may be subject to approval by the funding agencies.
  - 11.8.1.8 Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid therefore.
- 11.8.2 With the final application for payment, the DESIGN-BUILDER shall return and submit final releases of claim from himself, from each Subcontractor of record and from other Subcontractors or material suppliers who may have notified the COUNTY that they were furnishing labor or materials for this project. These releases from Subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the COUNTY and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the DESIGN-BUILDER shall execute and return to the COUNTY all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the DESIGN-BUILDER may, at the COUNTY's sole discretion after the DESIGN-BUILDER demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the COUNTY, recognizing



lack of such releases of claim. Furthermore, the DESIGN-BUILDER and the Surety shall agree in writing, in a form acceptable to the COUNTY, to indemnify, defend and hold harmless the COUNTY from any claims of Subcontractors and suppliers who refuse to execute final releases.

- 11.8.3 The making of final payment shall constitute a waiver of all claims by the COUNTY except those arising from:
- 11.8.3.1 Faulty or defective Work appearing after Final Completion;
  - 11.8.3.2 Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
  - 11.8.3.3 The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
  - 11.8.3.4 The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
  - 11.8.3.5 The enforcement of the terms of the Payment and Performance Bonds against the Surety;
  - 11.8.3.6 Terms of all warranties/guarantees required by the Contract Documents.
- 11.8.4 The acceptance of final payment shall constitute a waiver of all claims by the DESIGN-BUILDER.

## **ARTICLE 12 SCOPE OF SERVICES**

- 12.1 **SCOPE OF SERVICES:** Provide design-build services for a new MDPLS Library Building located (Folios: 35-3022-036-0210, 35-3022-036-0050, 35-3022-036-0060, 35-3022-036-0070, and 35-3022-0080) across the street from the Downtown Doral Park and proposed Cultural Center owned by the City of Doral; the property is bound by NW 84th Avenue on the east and by NW 53rd Terrace on the north, Doral, Florida, consisting of the design and construction of a new library facility consisting of approximately 20,000 S.F. total constructed area. The facility shall be a fully air conditioned, reinforced masonry/concrete block structure (CBS). In addition, parking at grade under building as shown on drawings and any off-site improvements as required by the City of Doral with appropriate landscaping and adequate storm drainage facilities. The services will include, but not be limited to, the following:
- 12.1.1 **Phase I:** DESIGN-BUILDER'S services will include, but are not limited to, full Architectural and Engineering Services necessary to prepare the Construction Documents and Specifications, as described in the Project Design Criteria Package, Volumes I and II, and all Addenda issued during the Step I and Step II process for the new MDPLS Library Building and herein. These services shall adhere to the designs set forth in the conceptual plan, pursuant to BCC R-1013-20:
- Preparation of additional specific purpose surveys as required.
  - Conduct additional Soils Investigation and Utilities Investigation as required.

- Maintenance of the USGBC project templates with timely LEED credit submittals.
- Indicate on floor plans the location of all Furniture, Fixtures and Equipment (FF&E), cross-referenced to FF&E schedule sheet and coordinate scheduling for delivery of COUNTY furnished FF&E.
- Development and monthly update of Project Schedules.
- LEED Commissioning Agent's activities included in Project Schedule.
- Providing complete Construction Documents and Specifications for a Design that conforms with the governing edition of the Florida Building Code, its referenced codes, and local amendments as applicable; Test Protocols for High-Velocity Hurricane Zones; products that have been approved for use on buildings in Miami-Dade County; ADA regulations; State and Federal regulations and the requirements outlined in the Design Criteria Package and Contract Documents. Complete Construction Documents shall be determined and/or identified by the 100% Construction Document Submittal Checklist included in the Design Criteria Package under Division 1, Section 00800.
- Provide all plans in accordance with the Conceptual Plan and allow a 10-day review period for each of the following design milestones; 30%, 60%, 90% and 100% construction documents.
- Development and an update of Project Cost Estimate per project design phase.
- Providing Interior Design Services necessary to detail and specify all finished surfaces and assemblies, including color schemes for the County's review and approval, and building presentation renderings.
- Providing power and conduit design, as specified, to meet telecommunications, data, security, and any audio-visual requirements of the Building.
- Providing any phasing plans to facilitate the proposed construction.
- Expediting and procuring all required permits.

12.1.2 Phase II: Construction Services (includes construction administration by the lead A&E sub-consultant) for the new MDPLS Library Building. DESIGN-BUILDER shall provide all labor, materials, equipment, services and incidentals necessary to prepare the site to a buildable condition and to construct the facility as described in the Design Criteria Package, the Contract Documents and the Design-Build Contract. All work shall be in accordance with requirements prescribed in the Request For Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code (FBC), the National Fire Protection Association (NFPA), Fire Safety Code, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, construction and occupancy of the facility. It will be the responsibility of the Proposer(s) to secure all permits 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 MDPLS.

## **ARTICLE 13 GENERAL PROVISIONS**

### **13.1 INDEMNIFICATION AND WAIVER OF LIABILITY**

- 13.1.1 Pursuant to section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligent performance of this Contract by the DESIGN-BUILDER or its employees, agents, servants, partners principals or subcontractors. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this 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 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, Sub-consultants, the registered professionals (architects and/or engineers) and Sub-contractors under this Contract.
- 13.1.3 **CONTRACT SECURITY:** The DESIGN-BUILDER agrees to provide, 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. The Surety Performance and Payment Bonds shall be in the amount of 100% of the Contract Price. 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. Section 255.05, Florida Statutes, provides 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 Acceptance.
- 13.1.7 SURETY OBLIGATIONS: If the DESIGN-BUILDER is in default pursuant to the Contract and 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 construction work by a firm other than the DESIGN-BUILDER acceptable to 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 construction work progresses sufficient funds to pay the cost of completion of the construction 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 sub-consultants 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 sub-consultant 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 Sub-consultants 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 sub-consultant's and subcontractor's 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 day of the execution of this Contract by COUNTY and prior to commencement of Work, the Design-Builder shall obtain all insurance required under this Section with the exception of the Builder's Risk Insurance, which shall be provided upon receipt of the Notice to Occupy Site, and submit same to COUNTY for approval. All insurance shall be maintained



until the Work has been completed and accepted by COUNTY. The Design-Builder shall furnish to Miami-Dade County:

- 13.3.1.1 Certificate(s) of Insurance, which clearly indicates that it, has obtained the insurance coverage required in Sections 13.3.1.3, 13.3.1.4, 13.3.1.5, and 13.3.1.6, as shown below.
- 13.3.1.2 Original Policy which indicate the coverage required in Article 13.3.1.7, as shown below.
- 13.3.1.3 Worker's Compensation Insurance: As required by Chapter 440, Florida Statutes.
- 13.3.1.4 Commercial General Liability Insurance: On a comprehensive basis including Bodily Injury, Property Damage and Products and Completed Operations, Explosion Collapse and Underground Hazards coverage in an amount not less than One Million dollars (\$1,000,000) Combined Single Limit per occurrence. **Miami Dade County must be shown as an additional insured with respect to this coverage.**
- 13.3.1.5 Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than One Million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- 13.3.1.6 Contractor's Professional Liability Policy: In the name of the Design-Builder in an amount not less than One Million dollars (\$1,000,000).
- 13.3.1.7 Completed Value Builder's Risk Insurance: on an "All Risk" basis (including flood insurance when the project is located in A or V flood zones) in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Design Build firm as their interests may appear.

#### **Builder's Risk Insurance:**

The DESIGN-BUILDER shall include a separate line item for the required Builder's Risk Insurance Coverage for the Project as shown on the bid form. The DESIGN-BUILDER shall provide a detailed Builders Risk quotation including, Term, Carrier, limits, deductibles and pricing along with the bid proposal.

The County reserves the right at its sole discretion to either:

- (1) Include the Builder's Risk Coverage under the County Controlled Builder's Risk Insurance Program or
- (2) Have the DESIGN-BUILDER cover the project on a policy purchased by the DESIGN-BUILDER.

If the County chooses to include the Project under the County's Builder's Risk Program, the County shall be responsible for the Named Windstorm and the Flood deductibles and the DESIGN-BUILDER shall be responsible for the All Other Perils deductible.

If the County chooses to cover the project under the DESIGN-BUILDER's Builder's Risk Insurance policy, the DESIGN-BUILDER shall be responsible for all deductibles.

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 financial strength, by the Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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 PROJECT MANAGER. At that point, the DESIGN-BUILDER shall make written request to the PROJECT MANAGER to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the PROJECT MANAGER 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.

13.3.2.3) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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

#### 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 Sub-consultants 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 Sub-consultant 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 COUNTY 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 Department of Regulatory and Economic Resources Division of Small Business Development (SBD), the Internal Services Department (ISD), and any other entity established by the COUNTY for tracking the performance of unsatisfactory performance, and may notify the DESIGN-BUILDER's Surety.
- 13.4.3 Performance Evaluations: DESIGN-BUILDER agrees that 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 PROJECT MANAGER 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 PROJECT MANAGER, or if the PROJECT MANAGER 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 to for completing any of the above Work activities as specified, the PROJECT MANAGER 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 PROJECT MANAGER to correct such conditions, it shall be sufficient grounds for the PROJECT MANAGER to place the DESIGN-BUILDER in default and notify its surety of same.

## 13.5 CLAIMS AND DISPUTES

### 13.5.1 NOTICE OF CLAIMS

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

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

13.5.1.3 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 PROJECT MANAGER at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

13.5.1.4 The notice requirements of this article are in addition to those required in other articles of these Contract Documents.

13.5.1.5 The DESIGN-BUILDER shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the DESIGN-BUILDER has multiple claims, the DESIGN-BUILDER will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the COUNTY's rejection of the claim. No "total cost claims" shall be allowed under this Contract.

13.5.1.6 The DESIGN-BUILDER must maintain a cost accounting system as a condition for making a claim against the COUNTY. The cost accounting system must segregate the costs of the work under the Contract (non-

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

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

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

## 13.5.2 CLAIM SUBMITTALS

13.5.2.1 Claims or requests for equitable adjustments filed by the DESIGN-BUILDER shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the COUNTY to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the DESIGN-BUILDER shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

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

13.5.2.3 Any work performed by the DESIGN-BUILDER prior to Notice-to-



Proceed (NTP) shall not be the basis for a claim from the DESIGN-BUILDER of any kind.

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

- 13.5.2.4.1 The claim is made in good faith;
- 13.5.2.4.2 The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
- 13.5.2.4.3 The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and
- 13.5.2.4.4 The certifying person is duly authorized by the claimant to certify the claim.

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

- 13.5.2.5.1 Copy of DESIGN-BUILDER's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
- 13.5.2.5.2 The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
- 13.5.2.5.3 The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
- 13.5.2.5.4 The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
- 13.5.2.5.5 A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
- 13.5.2.5.6 After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
- 13.5.2.5.7 Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable

delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the DESIGN-BUILDER agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.

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

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

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

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

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

13.5.2.5.11.2 Copies of all executed subcontracts.

13.5.2.5.11.3 Other related budget documents as requested by the PROJECT MANAGER.

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

13.5.2.5.12.1 Time Sheets.

13.5.2.5.12.2 Materials invoices

13.5.2.5.12.3 Equipment invoices

13.5.2.5.12.4 Subcontractors' payments

13.5.2.5.12.5 Other related documents as required by the PROJECT MANAGER.

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

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

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

13.5.2.7 Failure of the DESIGN-BUILDER to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the DESIGN-BUILDER has properly reserved rights to any claim, no further reservations of rights shall be required and the DESIGN-BUILDER shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the DESIGN-BUILDER shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

### 13.5.3 DISPUTES

13.5.3.1 The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the COUNTY to settle disputes in lieu of the Department Director or OOM designee as specified below. In this case, the DRB alternative shall be specified by the individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.

13.5.3.1.1 In the event the DESIGN-BUILDER and COUNTY are unable to resolve their differences concerning any

determination made by the PROJECT MANAGER or COUNTY on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the DESIGN-BUILDER or COUNTY may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

13.5.3.1.2 For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the Office of the Mayor (OOM). Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.

13.5.3.1.3 As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the DESIGN-BUILDER and COUNTY to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

13.5.3.1.4 In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The

- testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- 13.5.3.1.5 No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.
- 13.5.3.1.6 The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties, but will be admissible in a court of competent jurisdiction.
- 13.5.3.1.7 If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- 13.5.3.1.8 Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the PROJECT MANAGER's interpretation. Any presentation or request by the DESIGN-BUILDER under this article will be subject to the same requirements for Submittal of Claims in this article.



## 13.5.4 TERMINATIONS

### 13.5.4.1 Termination for Convenience

- 13.5.4.1.1 The COUNTY may at its option and discretion terminate the Contract, in whole or, from time to time in part, at any time without any default on the part of the DESIGN-BUILDER by issuing a written Notice of Termination to the DESIGN-BUILDER and its Surety, specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective, at least ten (10) days prior to the effective date of such termination.
- 13.5.4.1.2 In the event of Termination for Convenience, the COUNTY shall pay the DESIGN-BUILDER for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its Subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the PROJECT MANAGER. The DESIGN-BUILDER will be paid for:
  - 13.5.4.1.2.1 The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
  - 13.5.4.1.2.2 The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
  - 13.5.4.1.2.3 The value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the COUNTY to a site or location designated by the Department prior to release of payment for such materials and equipment.
  - 13.5.4.1.2.4 The values calculated under i., ii. and iii. above shall be as determined by the Field Representative and approved by the PROJECT MANAGER.
- 13.5.4.1.3 In the event of termination under this article, the DESIGN-BUILDER shall not be entitled to any anticipated profits for any work not performed due to such termination.
- 13.5.4.1.4 In the event of termination under this article, the COUNTY does not waive or void any credits otherwise due the COUNTY at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.

13.5.4.1.5 Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the DESIGN-BUILDER.

13.5.4.2 Termination for Default of DESIGN-BUILDER

13.5.4.2.1 The Contract may be terminated in whole or, from time to time in part, by the COUNTY for failure of the DESIGN-BUILDER to comply with any requirements of the Contract Documents including but not limited to:

- 13.5.4.2.1.1 Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
- 13.5.4.2.1.2 Failure to provide the Schedule for the Project by the date due, or
- 13.5.4.2.1.3 Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
- 13.5.4.2.1.4 Failure to replace the superintendent in the time allotted, if required, or
- 13.5.4.2.1.5 Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
- 13.5.4.2.1.6 Violating the terms of the Contract or performing work in bad faith, or
- 13.5.4.2.1.7 Discontinuing the prosecution of the work, or
- 13.5.4.2.1.8 Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
- 13.5.4.2.1.9 Abandonment of the Contract, or
- 13.5.4.2.1.10 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
- 13.5.4.2.1.11 Allowing any final judgment to stand against him unsatisfied for a period of 10 days, or
- 13.5.4.2.1.12 Making an assignment for the benefit of creditors, or
- 13.5.4.2.1.13 For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.

13.5.4.2.2 Before the Contract is terminated, the DESIGN-BUILDER

and its Surety will be notified in writing by the PROJECT MANAGER or the Field Representative of the conditions which make termination of the Contract imminent. The Contract will be terminated by the COUNTY ten (10) days after said notice has been given to the DESIGN-BUILDER and its Surety unless a satisfactory effort acceptable to the COUNTY has been made by the DESIGN-BUILDER or its Surety to correct the conditions. If the DESIGN-BUILDER fails to satisfactorily correct the conditions giving rise to the termination, the COUNTY may declare the Contract breached and send a written Notice of Termination to the DESIGN-BUILDER and its Surety.

13.5.4.2.3 The COUNTY reserves the right, in lieu of termination as set forth in this article, to withhold any payments of money which may be due or become due to the DESIGN-BUILDER until the said default(s) have been remedied. In the event of Termination for Default, the COUNTY also reserves the right, in cases where the damages calculated by the COUNTY are expected to exceed the amount the COUNTY anticipated recovering from the Surety, to withhold amounts for work already performed.

13.5.4.2.4 In the event the COUNTY exercises its right to terminate the Contract for default of the DESIGN-BUILDER as set forth herein, the COUNTY shall have the option of finishing the work, through any means available to the COUNTY, or having the Surety complete the Contract in accordance with its terms and conditions. In case that the COUNTY decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the COUNTY notifies the Surety of the COUNTY's decision to have the Surety complete the work, or after such takeover fails to prosecute the Work in an expeditious manner, the COUNTY may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

13.5.4.2.5 Payments for the various Bid Items listed in the Bid Form will constitute full compensation for all expenses incurred in consequence of discontinuance of all or any portion of the Work except as provided in this section of the Contract Documents. In no event will compensation be made for anticipatory profits or consequential damages as a result of a discontinuance of all or any portion of the Work.

- 13.5.4.2.6 The DESIGN-BUILDER shall immediately upon receipt communicate any Notice of Termination for Default issued by the COUNTY to the affected Subcontractors and suppliers at any tier.
- 13.5.4.2.7 If, after Notice of Termination of the DESIGN-BUILDER's right to proceed under the provisions of this article, it is determined for any reason that the DESIGN-BUILDER was not in default under the provisions of this article, or that the DESIGN-BUILDER was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

#### 13.5.4.3 Termination for National Emergencies

- 13.5.4.3.1 The COUNTY shall terminate the Contract or portion thereof by written notice when the DESIGN-BUILDER is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
- 13.5.4.3.2 When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

#### 13.5.4.4 Implementation of Termination

- 13.5.4.4.1 If the COUNTY cancels or terminates the Contract or any portion thereof, the DESIGN-BUILDER shall stop all work on the date and to the extent specified in the Notice of Termination and shall:
  - 13.5.4.4.1.1 Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;
  - 13.5.4.4.1.2 Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative;

- 13.5.4.4.1.3 Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the COUNTY, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;
- 13.5.4.4.1.4 Transfer title and deliver to the COUNTY, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the Field Representative, all fabricated or un-fabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the DESIGN-BUILDER in connection with the performance of the work and for which the DESIGN-BUILDER has been or is to be paid;
- 13.5.4.4.1.5 Assign to the COUNTY in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the DESIGN-BUILDER under the orders and subcontracts so terminated, in which case the COUNTY will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 13.5.4.4.1.6 Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the DESIGN-BUILDER for use in the performance of the work.
- 13.5.4.4.1.7 Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto. The DESIGN-BUILDER shall also take such action as may be necessary, or as the PROJECT MANAGER may direct, for the protection and preservation of the property related to this Contract which is in the possession of the DESIGN-BUILDER and in which the COUNTY has or may acquire an interest.



- 13.5.4.4.1.8 Complete performance of each part of the work not terminated by the Notice of Termination;
- 13.5.4.4.1.9 Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the COUNTY, property of the types referred to above; provided, however, that the DESIGN-BUILDER (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the COUNTY; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the COUNTY to the DESIGN-BUILDER under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the COUNTY may direct;
- 13.5.4.4.1.10 Termination of the Contract or a portion thereof shall neither relieve the DESIGN-BUILDER of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.
- 13.5.4.4.1.11 In arriving at the amount due the DESIGN-BUILDER under this article, there will be deducted, (1) any claim which the COUNTY may have against the DESIGN-BUILDER in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the DESIGN-BUILDER or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the COUNTY.

#### 13.5.4.5 Suspension of Work

- 13.5.4.5.1 The COUNTY reserves the right to temporarily suspend execution of the whole or any part of the Work without compensation to the DESIGN-BUILDER.
- 13.5.4.5.2 In case the DESIGN-BUILDER is actually and necessarily delayed by any act or omission on the part of the COUNTY, as determined by the COUNTY in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the COUNTY, and

an allowance may be made for actual direct costs, if any, which may have been borne by the DESIGN-BUILDER. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.

- 13.5.4.5.3 Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the DESIGN-BUILDER is delayed at any time or for any period by two or more of the causes specified in this Article, the DESIGN-BUILDER shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.
- 13.5.4.5.4 In case the DESIGN-BUILDER is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the DESIGN-BUILDER shall be only for such portion of the Work so delayed. The DESIGN-BUILDER shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the DESIGN-BUILDER shall be so delayed as to a portion of the Work he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the DESIGN-BUILDER that the COUNTY determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. COUNTY's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the DESIGN-BUILDER.
- 13.5.4.5.5 Permitting the DESIGN-BUILDER to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the DESIGN-BUILDER after any such periods shall not operate as a waiver on the part of the COUNTY of any rights under this contract.
- 13.5.4.5.6 The DESIGN-BUILDER shall insert in each subcontract a provision that the Subcontractor shall comply immediately with a written order of the COUNTY to the DESIGN-BUILDER to suspend the Work, and that they shall further

insert the same provision in each subcontract of any tier.

### 13.6 RESERVED

### 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), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
  - 13.9.1.2 Each employee of the DESIGN-BUILDER and its sub-consultants and sub-contractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by COUNTY.
  - 13.9.1.3 The DESIGN-BUILDER and its sub-consultants and sub-contractors agree in writing that the project documents are to be kept and maintained in a secure location.
  - 13.9.1.4 Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
  - 13.9.1.5 A log shall be developed by the DESIGN-BUILDER and all sub-consultants and sub-contractors contracted by the DESIGN-BUILDER to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents. COUNTY shall prepare and maintain a log to track each set of

documents logging in the date, time, and name of the individual (s) that work on or view the documents.

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. 72-82 - Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46
- Ordinance No. 77-13 - Financial Disclosure
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information).
- Ordinance No. 82-37 - Affirmative Action Plan
- Ordinance No. 90-133 - Disclosure of COUNTYship, 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 Practices as amended by Ordinance No. 98-124.
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
- Ordinance No. 97-104 - Listing of Sub Contractors and Suppliers on County Contracts.
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain agreements 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. 98-106 - 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 I 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-1049-93 - Affirmative Action Plan Furtherance and Compliance
- 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-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 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 agreements 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 30 days of the execution date of this Contract and prior to July 15<sup>th</sup> 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 Miami-Dade County's Small Business Development 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 actions specified herein. The COUNTY 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 SUB-CONSULTANTS AND SUB-CONTRACTORS

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

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 process, 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 five (5) 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 five (5) 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 Trust; (j) professional service agreement under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust 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 Trust 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 AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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 agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 13.9.7 **ART IN PUBLIC PLACES:** As part of the Basic Services the DESIGN-BUILDER shall, upon execution of this Agreement and prior to preliminary design, through the Department initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the

installation of an art component is applicable to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines, and should it decide to pursue said installation, the DESIGN-BUILDER shall further confer with the Art 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 Art in Public Places 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 the artist(s) and the DESIGN-BUILDER to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the DESIGN-BUILDER and the artist(s) during design development of the Project. In consultation with the artist(s) and the Art in Public Places Department, the DESIGN-BUILDER shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project as part of his Basic Services. The DESIGN-BUILDER 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 their Design-Build Services. The DESIGN-BUILDER shall provide the technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork with the artist(s) and the DESIGN-BUILDER during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The DESIGN-BUILDER shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the DESIGN-BUILDER for compliance with the Contract Documents. **An allowance account, for the use of the Art in Public Places Trust, not to exceed One Hundred Fifty-Three Thousand Five hundred Twenty-Nine and two cents (\$153,529.05) has been set aside for the purposes of funding the work of the artist and art work referred to in this section.**

13.9.8 Reserved.

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

13.9.9.1 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 (10<sup>th</sup>) 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 Department of Regulatory and Economic Resources, , 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report".

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

13.9.10.1 CERTIFICATION OF WAGE RATES: Pursuant to Administrative Order 3-39 and Section 287.055, 5(a), Florida Statutes, for all lump-sum or costs-plus-a fixed-fee for design-build contract over the threshold amount provided in Section 287.017 for Category Four, the COUNTY shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as attached hereto as Exhibit "K". 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. The COUNTY reserves the right to request a certified copy of the DESIGN-BUILDER'S payroll prior to issuing a task authorization.

- 13.9.11 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 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 COUNTY, whichever is later.

#### 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 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 other than to immediately advise 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 TRUTH IN NEGOTIATION: pursuant to AO 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.
- 13.10.4 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 10 days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.
- 13.10.5 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.
- 13.10.6 RESPONSIBILITY FOR OTHERS: DESIGN-BUILDER shall be responsible to COUNTY for Design-Build Services and the services of DESIGN-BUILDER sub-consultants and sub-contractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.10.7 RIGHT OF ENTRY: COUNTY grants to DESIGN-BUILDER, if the project site is owned by the County, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the project site for the purpose of providing the services. If



the project site is not owned by the County, the DESIGN-BUILDER is responsible for making arrangements with property owner for right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and sub-contractors, upon the project site for the purpose of providing the services. Extensions of time may be provided by COUNTY to the extent the owner unreasonably prohibits the DESIGN-BUILDER from entering the property. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the DESIGN-BUILDER shall restore site to original condition.

- 13.10.8 COST ESTIMATES: DESIGN-BUILDER'S opinions of construction and materials cost estimates provided herein are to be made on the basis of DESIGN-BUILDER'S experience and qualifications and represent DESIGN-BUILDER'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since DESIGN-BUILDER has no control over the costs of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices or over competitive bidding, or market conditions, DESIGN-BUILDER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from the opinions prepared by DESIGN-BUILDER.

#### 13.11 SUSTAINABLE BUILDINGS PROGRAM

- 13.11.1 The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.
- 13.11.2 This Project will be required to attain "Silver" or higher level rating under the USGBC LEED-NC Rating System.

#### 13.12 SUCCESSORS AND ASSIGNS

- 13.12.1 The COUNTY and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the COUNTY, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice to the COUNTY. Consent will not be given to any proposed assignment which would relieve the Contractor or his Surety of their responsibilities under the Contract.

#### 13.13 RIGHTS OF DECISIONS AND DISPUTE RESOLUTION

13.13.1 Refer to Section 13.5.3.

#### 13.14 CERTIFICATION

13.14.1 The DESIGN-BUILDER certifies that no companies or persons, other than bonafide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved sub-consultants and sub-contractors, have been retained or employed to solicit or secure this 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 sub-consultants and sub-contractors, to accomplish the work contemplated under the terms of this Contract. For breach or violation of this Certification, COUNTY shall have the right to annul this Contract without liability.

#### 13.15 HAZARDOUS CONDITIONS

13.15.1 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 REPRESENTATIVE and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

13.15.2 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 Article 11.5.3 Extra Work and Payment therefore.

13.15.3 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.

13.15.4 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

- 13.15.5 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.
- 13.15.6 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.

### 13.16 DURATION OF CONTRACT

- 13.16.1 This Contract shall remain in full force and effect for a period of 900 (Nine Hundred) calendar days for Design and Construction phases, plus (1) year (365 calendar days) for warranty administration period, after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first. The County Mayor or Mayor's designee may extend this Contract on a year-to-year basis until completion and acceptance by COUNTY of the work.

### 13.17 TIME EXTENSIONS AND DELAYS

- 13.17.1 Once a delay has been identified and it has been established through a scheduling analysis that a delay affects the Project's end date or contractually mandated milestone date, the delay must be classified to determine responsibility and to compute damages, if any. Before the DESIGN-BUILDER can submit a request for time extension, claim or any request for additional compensation involving or related to time, the DESIGN-BUILDER must classify the delay(s) in accordance with the following classifications. These delay classifications shall be used by the COUNTY and the DESIGN-BUILDER in resolving any time-related disputes. Delays fall into three basic categories: non-excusable, excusable, and compensable.

- 13.17.1.1 Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the DESIGN-BUILDER due to the DESIGN-BUILDER's fault or negligence or his/her own inefficiencies or problems, due to his/her inability to coordinate subcontractors and/or other flaws in his/her planning. In these types of delays the DESIGN-BUILDER is not entitled to extra time or compensation and the COUNTY may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.

- 13.17.1.2 Excusable delays are those delays to the critical path beyond the DESIGN-BUILDER's control and without the active interference of the COUNTY, such as extreme weather (force majeure), strikes and delays caused by third parties (i.e. not the DESIGN-BUILDER or the COUNTY). DESIGN-BUILDER is granted a time extension but no additional compensation for the extended time of performance for excusable delays.
- 13.17.1.3 Compensable delays are delays to the critical path caused by active interference or participation of the COUNTY or Project Manager, or COUNTY's Separate contractor. Examples of compensable delays are failure of the COUNTY to provide right-of-way, introducing late design changes, late delivery of COUNTY furnished equipment, or failure of the COUNTY to coordinate the work of its own Separate contractors. In the case of a compensable delay, the compensation for the extended period of performance may cover, in addition to the direct cost due as a result of the changes, Liquidated Indirect Costs as specified in the Contract Documents.
- 13.17.1.4 Concurrent delays involve two or more delays to the critical path occurring at the same time, either of which, had it occurred alone, would have affected the end date of the Project. In that event, the DESIGN-BUILDER's sole remedy is a time extension and relief of Liquidated Damages with no compensation for extended cost for the concurrency delay period.
- 13.17.1.5 The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:
- i. EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the DESIGN-BUILDER is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delays).
  - ii. NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the DESIGN-BUILDER is entitled to a time extension only. For example, if the COUNTY introduces a design change for a beam but the DESIGN-BUILDER has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (COUNTY introducing design change).
  - iii. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the DESIGN-BUILDER is entitled to a time extension only. For example, the COUNTY does not provide the necessary right-of-way to begin construction (compensable delay) but the DESIGN-BUILDER's forces are on strike (excusable delay).

13.17.2 TIME EXTENSIONS: The DESIGN-BUILDER may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the DESIGN-BUILDER, and provided further that the DESIGN-BUILDER has taken reasonable precautions to prevent further delays owing to such causes, and has given to the PROJECT MANAGER immediate verbal notification, with written confirmation within 48 hours, of the cause or causes of delay. Within thirty (30) days after the end of the delay, the DESIGN-BUILDER shall furnish the PROJECT MANAGER with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims. The COUNTY will ascertain the facts and the extent of the delay and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.

13.17.2.1 Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the DESIGN-BUILDER, as determined by the PROJECT MANAGER. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina and published by the National Oceanic and Atmospheric Administration (This data is taken from the table of normals, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day shall be considered to be a rain day if the rain actually prevented the DESIGN-BUILDER from performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the COUNTY's sole discretion.

13.17.2.2 An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except COUNTY-furnished materials, unless the DESIGN-BUILDER furnishes to the PROJECT MANAGER documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The DESIGN-BUILDER shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the



satisfaction of the PROJECT MANAGER that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- 13.17.3 DELAYS CAUSED BY THE COUNTY or COUNTY'S SEPARATE CONTRACTOR: If the DESIGN-BUILDER's performance of the Work along the critical path is delayed by any condition or action directly caused by the COUNTY, and which was not foreseeable by the DESIGN-BUILDER at the time the Contract was entered into, the DESIGN-BUILDER shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The DESIGN-BUILDER shall cooperate with the COUNTY and use its best efforts to minimize the impact on the schedule of any such delay. In instances where a Contract change extends the Contract beyond the completion date, the DESIGN-BUILDER may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with DESIGN-BUILDER-caused delays. If a delay on the part of the COUNTY is concurrent, that is, if it occurs at the same time as a DESIGN-BUILDER-caused delay, the COUNTY-caused delay shall be considered an excusable delay for the portion of the COUNTY-caused delay which is concurrent with the DESIGN-BUILDER-caused delay.
- 13.17.4 DELAYS BEYOND DESIGN-BUILDER'S CONTROL NOT CAUSED BY or COUNTY'S SEPARATE CONTRACTOR: If DESIGN-BUILDER's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of DESIGN-BUILDER and not caused by the COUNTY, and which was not foreseeable by DESIGN-BUILDER at the time this Contract was entered into, DESIGN-BUILDER shall, provide immediate verbal notification with written notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. Within two (2) calendars days of the termination of any such delay, DESIGN-BUILDER shall file a written notice with the PROJECT MANAGER specifying the actual duration of the delay. If the COUNTY determines that the delay was beyond the control and without the fault or negligence of the DESIGN-BUILDER and not foreseeable by the DESIGN-BUILDER at the time this Contract was entered into, the COUNTY will determine the duration of the delay and may extend the time of performance of this Contract provided, however, that DESIGN-BUILDER shall cooperate with the COUNTY and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable and the DESIGN-BUILDER shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute DESIGN-BUILDER's sole remedy for such delays.
- 13.17.5 In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property will not be considered an COUNTY-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures or parcels or both, immediately

adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:

- 13.17.5.1 The DESIGN-BUILDER has, in accordance with this article, given to the PROJECT MANAGER immediate verbal justification, with written confirmation within forty-eight (48) hours of the delay; and
- 13.17.5.2 The DESIGN-BUILDER establishes, to the satisfaction of the PROJECT MANAGER, that:
  - i. The delay was caused directly by an act or omission by the owner of the adjoining property; and
  - ii. The DESIGN-BUILDER has taken reasonable precautions and has made substantial effort to minimize the delay.
- 13.17.6 A Change Order will be furnished to the DESIGN-BUILDER within a reasonable period of time, after approval by the BCC, of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, only the BCC shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents.
- 13.17.7 For the proper format to be used in submitting requests or claims for time extensions, refer to applicable sections of the Contract Documents.
- 13.17.8 Extensions of time shall be in accordance with Section 9-3 of the Code of Miami-Dade County, as applicable.

#### 13.18 RESERVED

#### 13.19 SITE CONDITIONS

- 13.19.1 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.
- 13.19.2 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 Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.

- 13.19.3 In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately (within 24 hours), and before such conditions are further disturbed, notify the PROJECT MANAGER 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 (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 PROJECT MANAGER will promptly investigate the conditions, and if the PROJECT MANAGER 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 PROJECT MANAGER. The PROJECT MANAGER will notify the DESIGN-BUILDER whether or not an adjustment of the contract is warranted.

- 13.19.4 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.
- 13.19.5 No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.
- 13.19.6 If ISD or MDPLS are 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.

13.20 RESERVED

13.21 RESERVED

13.22 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER shall be promptly removed from the Work-Site.

### 13.23 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 PROJECT MANAGER, 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER'S opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the PROJECT MANAGER 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 PROJECT MANAGER'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 PROJECT MANAGER, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the PROJECT MANAGER 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 PROJECT MANAGER.

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 PROJECT MANAGER prior to correcting, removing, or replacing this Work. The PROJECT MANAGER 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.

#### 13.24 SOVEREIGNTY

13.24.1 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 Project Developer 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.

13.24.2 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-BUILDERS 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.

### 13.25 ENTIRETY OF CONTRACT

- 13.25.1 This Contract represents the entire and integrated Contract between COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County.
- 13.25.2 If any portion of this Contract is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

### 13.26 USE AND POSSESSION PRIOR TO COMPLETION

- 13.26.1 The County has the right to take possession of or use any completed portion or partially completed portion of the Work. Such possession or use shall not be deemed as acceptance of the Work or any portion thereof. While the County is in possession of such portion of the Work, the DESIGN-BUILDER shall be relieved of the responsibility for loss or damage to only that portion of the Work, except for loss or damage resulting from the DESIGN-BUILDER's, Subcontractor's or Supplier's fault or negligence. The DESIGN-BUILDER shall, however, remain responsible for completion of such portion of the Work in accordance with Contract Documents.
- 13.26.2 Notwithstanding the use and possession by the County of any completed portion or partially completed portion of the Work, the applicable time period for the DESIGN-BUILDER's guarantee, warranties and Warranty Bond shall not commence until issuance of the Certificate of Acceptance of Final Inspection or said portion of the Work is put into revenue service as set forth in the Contract Documents.

### 13.27 INDEPENDENT DESIGN-BUILDER

- 13.27.1 The DESIGN-BUILDER shall be deemed at all times to be an independent DESIGN-BUILDER and shall be wholly responsible for the manner in which it performs the Work required under the terms of the Contract Documents. The DESIGN-BUILDER shall be liable for its own acts and omissions as well as those of its employees, agents, Subcontractors and Suppliers. Nothing

contained herein shall be construed as creating an employment or agency relationship between the County and the DESIGN-BUILDER.

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

#### 13.28 SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

#### 13.29 ESTIMATED TIME CONTINGENCY

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the Design-Builder for a time extension for reasons exhibited in Section 13.16 – Duration of Contract, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

#### 13.30 CHANGES

- 13.30.1 The County may, at any time, without invalidating the Contract and without notice to the Sureties, by a written Change Order, order modifications in the Work and/or the Contract Documents, including changes, modifications, additions or deletions.

- 13.30.2 The DESIGN-BUILDER may, at any time, submit in writing to the County proposed modifications to the Work. The County will review such proposals and recommend the approval or denial of such proposed modifications to the County, and the County, at its sole discretion, may either approve or deny such proposed modifications.

Upon accepting modifications proposed by the DESIGN-BUILDER, the County will execute and issue a Change Order. The denial by the County of the DESIGN-BUILDER's proposed modification shall neither provide the DESIGN-BUILDER with any basis for a claim for damages nor an adjustment of the Time of Completion, nor shall the denial release the DESIGN-BUILDER from its contractual responsibilities under the Contract Documents.

- 13.30.3 Except as herein provided, no order, statement or conduct of the County shall be treated as a Change Order or entitle the DESIGN-BUILDER to additional compensation or an equitable adjustment hereunder.

13.30.4 If any Change Order causes an increase or decrease in the DESIGN-BUILDER's cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made and the Contract will be accordingly modified in writing.

13.30.5 Within fifteen (15) days or a mutually agreed upon timeframe of receiving a request from the County or upon submission of a proposed modification the DESIGN-BUILDER shall submit, with each change, modification, addition or deletion, involving an increase or decrease in the cost of performing the Work, an itemized cost breakdown covering any Subcontractor's work as well as its own. The DESIGN-BUILDER shall also indicate proposed payment terms and any increase or decrease in the Time of Completion as a result of the proposed modification. The itemized breakdown shall include, but is not limited to, the following:

- (A) Material quantities and unit prices;
- (B) Engineering costs;
- (C) Labor costs (identified with the specific item manufactured or installed or operation performed);
- (D) Equipment costs;
- (E) Overhead as determined by an independent audit in accordance with FAR Part 31 of the DESIGN-BUILDER's overhead rates and approval by the County;
- (F) Profit – not to exceed 15%; and
- (G) Employment taxes under the Federal Insurance Contributions Act and Federal Unemployment Tax Act.

The DESIGN-BUILDER shall also include, as part of its submission, a subnet schedule showing a complete breakdown of all of the tasks required to complete the proposed modification, including the impact of the modification on the Project Schedule. This subnet schedule shall be in the same format as, and fully integrated into, the Project Schedule.

13.30.6 Adjustments in the Contract Sum resulting from a change, modification, addition or deletion in the Work shall be determined by one or more of the following:

- (A) By agreement;
- (B) By unit price adjustment as determined by COUNTY; or
- (C) By the County on the basis of the County's estimate of an equitable increase or decrease in the Contract Sum.

If adjustments in the Contract sum are implemented the DESIGN-BUILDER, if not in agreement may pursue the Dispute Resolution Procedures.

13.30.7 No allowance shall be made, or recovery be allowed, to the DESIGN-BUILDER for loss of anticipated profit or overhead recovery as a result of a portion of the Work not being performed by reason of a change, modification, addition or deletion in the Work.

- 13.30.8 Adjustments in the Time of Completion of the Contract shall only be allowed if the Work included in the change, modification, addition or deletion falls on the critical path of the Project Schedule or alters such critical path so as to extend the time required for completion of the Work. The critical path will be determined from the latest approved version of the DESIGN-BUILDER's Project Schedule.
- 13.30.9 COUNTY shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, DESIGN-BUILDER shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Contracting officer which may result in increased compensation from COUNTY to the DESIGN-BUILDER, no addition or changes to the Work shall be made except upon written order of COUNTY, and COUNTY shall not be liable to DESIGN-BUILDER for any increased compensation or adjustment to the Contract Time without such written order. No officer, employee or agent of COUNTY is authorized to orally direct any increase or decrease in the Work.
- 13.30.10 The DESIGN-BUILDER's written acceptance of a Change Order, absent a written reservation of rights, shall constitute the DESIGN-BUILDER's final and binding agreement to the provisions thereof and a waiver by the DESIGN-BUILDER of any direct claims, resulting therefrom. Disagreement with a Change Order shall in no way excuse the DESIGN-BUILDER from complying with, and prosecuting, the work set forth in the Change Order. Should the DESIGN-BUILDER disagree with any Change Order, it shall, within thirty (30) days after receipt of the Change Order, submit to the County a written statement specifically setting forth the nature and monetary extent of such disagreement. No such claim by the DESIGN-BUILDER shall be considered if it is asserted after the earlier of thirty (30) days of DESIGN-BUILDER's receipt of the Change Order or after final payment under the Contract has been made.

### 13.31 DESIGN-BUILDER'S OFFICE

At least thirty (30) days prior to the shipment of the first equipment related to the MDPLS Library Building project, to the County's property and thereafter, until the issuance of the Acceptance Certificate by the County, the DESIGN-BUILDER shall maintain an office in Miami-Dade County, Florida, to maintain close communication with the County.

### 13.32 PLANT AND FACILITY INSPECTIONS

The County and/or their authorized representative, may inspect, the DESIGN-BUILDER's plant(s) or facility(ies) during normal business hours, any materials, parts or equipment procured or manufactured at said plant or facility, as well as, may inspect, at the source of supply, any materials, parts or equipment procured and/or manufactured by a Subcontractor or Supplier or other person, for installation into, or to be used for, the Work. The County, or its authorized representative, shall have escorted entry at all times, during normal business hours, to such parts of the plants that pertain to the manufacture or production of materials, parts or equipment to be installed into or used for the MDPLS Library Building project (the Work). Adequate facilities to make the necessary inspection shall be furnished, at no cost, to the County. The responsibility for providing the Work and

materials, parts and equipment to install into, or use for, the Work and properly completing the Work rests entirely with the DESIGN-BUILDER, notwithstanding any prior inspections or tests by the County, the County or their authorized representative

### 13.33 LIQUIDATED DAMAGES

In the event that the MDPLS Library Building project or related equipment is not completed and/or delivered to the County, and/or the Work or a portion thereof is not completed within the number of days or weeks set forth herein, and/or within the County approved Project Schedule, damage will be sustained by the County. In such event, the DESIGN-BUILDER shall pay to the County, as liquidated damages and not as a penalty, the sum of One Thousand Dollars and zero cents (\$1,000.00) for every day or fraction thereof of delay in completing the referenced portion of the Work and failing to meet the corresponding interim milestone or the Time of Completion. The DESIGN-BUILDER shall pay the referenced sums as fixed and agreed to, liquidated damages, and not by way of a penalty, to the County. The County may deduct the sum of liquidated damages from any monies due or that become due the DESIGN-BUILDER under the Contract or under any other contract with the County, or if such monies are insufficient, the DESIGN-BUILDER or its Surety or Sureties shall pay to the County any deficiencies in such monies within thirty (30) days of written notice by the County. The remedies provided herein are not intended to preclude the County from terminating this Contract as provided in the termination provisions herein.

### 13.34 GENERAL REQUIREMENTS

- 13.34.1 Payment of the Contract lump sum price for Pay Item No. 1 "GENERAL REQUIREMENTS" will be made in the following manner:
- 13.34.2 The cost for bonds and insurance, include in the General Requirements lump Sum price, will be paid after receipt of certified invoices from the DESIGN-BUILDER showing that the DESIGN-BUILDER has paid them. The balance of the General Requirements amount shall be paid in equal monthly payments for the duration of the contract.

### 13.35 EQUAL OPPORTUNITY

- 13.35.1 The DESIGN-BUILDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth or national origin. The DESIGN-BUILDER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.
- 13.35.2 Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The DESIGN-BUILDER agrees to post in conspicuous places available to employees and applicants



for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

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

#### 13.36 NONDISCRIMINATION

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

#### 13.37 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.

#### 13.38 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.

#### 13.39 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.

#### 13.40 NO THIRD PARTY BENEFICIARIES

No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor. There shall be no third

party beneficiary to this Contract.

#### 13.41 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.

#### 13.42 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.

#### 13.43 SCRUTINIZED COMPANIES

By executing this Agreement through a duly authorized representative, the DESIGN-BUILDER certifies that the DESIGN-BUILDER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the DESIGN-BUILDER is unable to provide such certification but still seeks to be considered for award of this solicitation, the DESIGN-BUILDER shall, on a separate piece of paper, clearly state that it is in one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The DESIGN-BUILDER agrees to fully cooperate with the COUNTY to determine whether the claimed exception would be applicable. The County shall have the right to terminate this Agreement for default if the DESIGN-BUILDER is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### 13.44 EAct 2005 TAX BENEFIT PROJECT

13.44.1 The Energy Policy Act (EAct) of 2005 (Section 1331) established IRS Section 179D, which allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that came on line in 2007 or afterward are eligible.

Under the policy, in the case of buildings owned by a local government, the owner/lessee may allocate the deduction to the "designer". The "designer" is defined as "an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property". Therefore, the taxpaying "designer" is incentivized for creating energy efficient technical specifications, since the local government is not a taxpayer. Though Miami-Dade County cannot directly benefit from the tax credit since it is a non-profit entity, by working with the for

profit “designer” the County can negotiate in-kind or other benefits to help defray our costs.

- 13.44.2 A tax deduction of up to \$1.80 per square foot is available for buildings that save at least 50% of the heating and cooling energy of a building that meets ASHRAE Standard 90.1-2001. Partial deductions of up to \$.60 per square foot can be taken for measures affecting: the building envelope, lighting, or heating and cooling systems.

Buildings must be within the scope of ASHRAE Standard 90.1-2001 including addenda 90.1a-2003, 90.1b-2002, 90.1c-2002, 90.1d-2002, and 90.1k-2002 (in effect as of April 2, 2003) and the reduction must be accomplished solely through energy and power cost reductions for the heating, cooling, ventilation, hot water, and interior lighting systems. Reductions in any other energy uses, such as receptacles, process loads, refrigeration, cooking, and elevators, are not taken into account in determining whether the reduction is achieved.

#### SCHEDULE OF POTENTIAL SAVINGS

SQUARE FEET	LIGHTING (\$0.30- \$0.60/sf)	HVAC (\$0.60/sf)	ENVELOPE (\$0.60/sf)	MAX DEDUCTION (\$1.80/sf)
<b>50K</b>	\$15k-\$30k	\$30k	\$30k	\$90k
<b>100K</b>	\$30k-\$60k	\$60k	\$60k	\$120k
<b>250k</b>	\$75k-\$150k	\$150k	\$150k	\$450k
<b>500k</b>	\$150k-\$300k	\$300k	\$300k	\$900k

**ARTICLE 14  
SUPPLEMENTARY CONDITIONS**

**14.1 PAYMENT REQUESTS**

- 14.1.1 General: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.
- 14.1.2 Waivers of Lien: For each payment application, submit waivers of lien from every entity (including DESIGN-BUILDER) who could lawfully and possibly file a lien in excess of \$100 arising out of the Contract, and related to work covered by the payment.
- 14.1.3 Submit requests for payment on Document 01028 – CP Capital Project Payment Certificate. Schedule of Values is included as a continuation/detail sheet.
- 14.1.4 Miami-Dade County will supply the selected DESIGN-BUILDER with a “live format” of Document 01028 - CP Capital Project Payment Certificate.
- 14.1.5 Execute certification by original signature of authorized officer.
- 14.1.6 Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- 14.1.7 List each authorized Change Order (additive or deductive) as an extension on Document 01028 - CP Capital Project Payment Certificate and Schedule of Values, listing Change Order number and dollar amount as for an original item of Work.
- 14.1.8 List each authorized allowance as indicated in Document 00500 – Construction Contract Form.
- 14.1.9 SUBMITTAL PROCEDURES
  - 14.1.9.1 DESIGN-BUILDER to provide a “Draft Copy” of Document 01028-CP-Capital Project Payment Certificate and request a walk-thru inspection in writing with the Project Manager prior to the submission of a progress payment application. The DESIGN-BUILDER and Project Manager must sign off on the Inspection report denoting the value of percentage of the work completed at the end of the walk-thru. The signed form must be submitted with the progress payment request two (2) weeks prior to each actual payment request.
  - 14.1.9.2 Submit one (1) copy of approved Document 01028-CP-Capital Project Payment Certificate.

- 14.1.9.3 Submit an updated Construction Schedule with each Document 01028-CP-Capital Project Payment Certificate.
- 14.1.9.4 Payment Period: Submit at intervals stipulated in Document 00500-Construction Contract Form.
- 14.1.9.5 DESIGN-BUILDER to submit copies of all attachments listed on Document 01028-CP-Capital Project Payment Certificate.

#### 14.1.10 SUBSTANTIATING DATA

- 14.1.10.1 Submit data justifying dollar amounts requested for payment on the Document 01028-CP-Capital Project Payment Certificate. Include as a minimum:
- 14.1.10.2 Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- 14.1.10.3 Description of stored materials, storage place, evidence of inspection by the Architect/Engineer of Record, and verification that the DESIGN-BUILDER's purchase order amounts reconcile with the corresponding line items submitted for stored materials on the Document 01028-CP-Capital Project Payment Certificate.
- 14.1.10.4 Copies of Document 01320a-Weekly Progress Reports for the respective payment period with copies of DESIGN-BUILDER's Daily Log not yet submitted under provisions of Section 01320.
- 14.1.10.5 Monthly Utilization Reports (MUR)
- 14.1.10.6 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Document 01028-CP-Capital Project Payment Certificate submitted by the DESIGN-BUILDER.
- 14.1.10.7 Project photographs for the period covered by the payment requisition.
- 14.1.10.8 Partial waivers for the amount requested, prior to deduction or retainage, on each item. Each progress payment must be submitted with DESIGN-BUILDER's waiver for period of construction covered by the application. At the DESIGN-BUILDER's option, each progress payment may be submitted with waivers from the subcontractors, or sub-contractors and suppliers for the previous period of construction covered by previous application.

#### 14.1.11 Upon request, submit data (or allow inspections) verifying:

- 14.1.11.1 Daily regular and continuous updating of Project Record Documents.
- 14.1.11.2 Timely payment of Subcontractors and Suppliers.
- 14.1.11.3 Copies of acquired authorizations and licenses from governing authorities for current performance of the Work.
- 14.1.11.4 Listing of Subcontractors and principal Suppliers and Fabricators (including documentation of any applicable licensure and or journeymen workforce supervision).
- 14.1.11.5 Evidence of Drug-Free Workplace certification, safety programs, prohibition of illegal aliens, and other workforce requirements of the Contract Documents.



- 14.1.11.6 Records concerning the dates of delivery of materials, lengths of time materials have been stored, and the time remaining until such materials are incorporated into the Work.
- 14.1.11.7 Other evidence as shall be required, at the discretion of the County and Architect/Engineer of Record, to verify the progress and quality of the Work.
- 14.1.12 When application shows completion of item, submit final or full waivers. County reserves the right to designate which entities involved in the work must submit waivers.
- 14.1.13 Submit final payment application together with or proceeded by final or complete waivers from every entity involved with performance of the work covered by the payment request.
- 14.1.14 Waiver Forms: Submit waivers on forms, and executed in a manner acceptable to County.
- 14.1.15 Incomplete applications will be returned by PROJECT MANAGER without action.
- 14.1.16 Listing shall include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- 14.1.17 Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of DESIGN-BUILDER's first payment application can be summarized as follows, but not necessarily by way of limitation:
  - 14.1.17.1 Listing of subcontractors and principal suppliers and fabricators.
  - 14.1.17.2 Schedule of values.
  - 14.1.17.3 Progress schedule.
  - 14.1.17.4 Schedule of principal products.
  - 14.1.17.5 Schedule of submittals (preliminary if not final).
  - 14.1.17.6 Listing of DESIGN-BUILDER's staff assignments and principal consultants.
  - 14.1.17.7 Copies of acquired authorizations and licenses from governing authorities for current performance of the work.
  - 14.1.17.8 Data needed to acquire County's insurance coverages.
  - 14.1.17.9 Initial progress report, including report of pre-construction meeting.
- 14.1.18 Application at Time of Substantial Completion: Following issuance of final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by DESIGN-BUILDER. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:
  - 14.1.18.1 Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring County's full access and use of completed work.
  - 14.1.18.2 Warranties (guarantees), maintenance agreements, and similar provisions of contract documents.

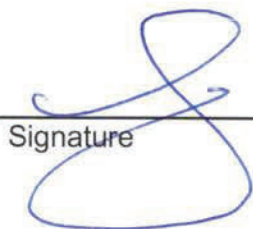
- 14.1.18.3 Transmittal of required project construction records, including "as-built" drawings, to County.
  - 14.1.18.4 Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar change-over information germane to County's occupancy, use, operation and maintenance of completed work.
  - 14.1.18.5 Final cleaning of the work.
  - 14.1.18.6 Application for reduction (if any) of retainage, and consent of surety.
  - 14.1.18.7 Advice to County on coordination of shifting insurance coverages, including proof of extended coverages as required.
  - 14.1.18.8 Listing of DESIGN-BUILDER's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.
- 14.1.19 Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of DESIGN-BUILDER's final payment application can be summarized as follows, but not necessarily by way of limitation:
- 14.1.19.1 Completion of project closeout requirements.
  - 14.1.19.2 Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
  - 14.1.19.3 Assurance, satisfactory to County, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
  - 14.1.19.4 Transmittal of required project construction records to County.
  - 14.1.19.5 Certified property survey.
  - 14.1.19.6 Proof, satisfactory to County, that taxes, fees, and similar obligations of DESIGN-BUILDER have been paid.
  - 14.1.19.7 Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
  - 14.1.19.8 Change-over of door locks and other DESIGN-BUILDER's access provisions to County's property.
  - 14.1.19.9 Consent of surety for final payment.
- 14.1.20 Application Transmittal: Submit two (2) executed copies of each payment application, one copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to PROJECT MANAGER Transmit to PROJECT MANAGER by means ensuring receipt within 24 hours.

**ARTICLE 15  
SIGNATURES**

**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**

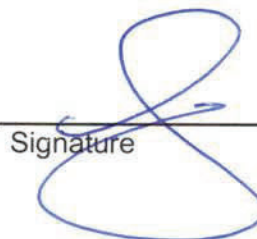
ATTEST:  
Secretary:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
LEE Construction Group, Inc.  
Legal Name of Corporation

By:

\_\_\_\_\_  
LEE Construction Group, Inc.  
Legal Name of Corporation

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Luis E. Enriquez - President  
Legal Name and Title

  
\_\_\_\_\_  
(Corporate Seal)

**WHEN THE DESIGN-BUILDER IS A PARTNERSHIP**

ATTEST:  
Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Name of Partnership

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Name and Title

\_\_\_\_\_  
Date Signed

By:

\_\_\_\_\_  
Signature

(Seal)

\_\_\_\_\_  
Legal Name and Title

By:

\_\_\_\_\_  
Signature

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

ATTEST:

Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL

Witness:

Signature

Legal Name

Witness:

Signature

Signature

ACKNOWLEDGEMENT:

STATE OF Florida ) ss.:

COUNTY OF Miami-Dade )

Before me personally appeared Luis E. Enriquez  
to me well known and known to me to be the person described in and who executed the foregoing  
instrument, and acknowledged to and before me that  
Luis E. Enriquez executed said instrument for the purposes  
therein expressed.

WITNESS my hand and official seal, this 8th day of September, 2021, 2012.

Jenny Espinales  
Signature of Notary

HH 016479

Serial Number

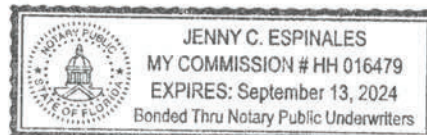
Jenny Espinales

09/13/2024

Print or Stamp name of  
Notary

Expiration Date

State of Florida at large





**MIAMI-DADE COUNTY, FLORIDA**

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

\_\_\_\_\_  
**Risk Management Division**

\_\_\_\_\_  
**Assistant County Attorney**

Date: \_\_\_\_\_

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:

FOR:

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN  
Clerk of the Court**

**DANIELLA LEVINE CAVA  
County Mayor**

By: \_\_\_\_\_, Clerk of the  
Board

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

One Original to Clerk of the Board  
One Original to Miami-Dade Public Library Project File  
One Original to ISD  
One Original to Design-Builder  
One Original to Project Manager



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EXHIBIT “U”	Debarment Disclosure Affidavit
ISD Form 9	Fair Wage Affidavit

# **EXHIBIT “A”**

## **Price Proposal and Bid Form**

**Design-Builder's Name:** Ferguson Glasgow Schuster Soto, Inc. and  
LEE Construction Group, Inc.

**Base Proposal**

**MIAMI-DADE COUNTY, FLORIDA  
MIAMI DADE PUBLIC LIBRARY SYSTEM  
DESIGN-BUILD SERVICES FOR THE NEW DORAL BRANCH LIBRARY  
ISD PROJECT NO. DB20-MDPLS-01 GOB ESP  
ISD FORM 6, BASE PROPOSAL PRICE**

**BASE PROPOSAL CONTRACT PRICE**

With respect to subject Project titled above, DESIGN-BUILDER states that it's 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.....	\$ 885,270.00
2.	CONSTRUCTION.....	\$ 9,350,000.00
<b>(SUM OF ITEMS 1+2)</b>		
3.	<b>BASE PROPOSAL CONTRACT PRICE (LUMP SUM).....</b>	<b>\$ 10,235,270.00</b>
		<b>(FIGURES)</b>

Ten Million Two Hundred and Thirty-Five Thousand Two Hundred Seventy Dollars **DOLLARS**  
and Zero Cents. **(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 PUBLIC LIBRARY SYSTEM'S CONTINGENCIES AND DEDICATED ALLOWANCES PURSUANT TO THE REQUEST FOR DESIGN BUILD SERVICES TO DETERMINE THE TOTAL CONTRACT AMOUNT. 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 shall be used to determine the amount of the Payment and Performance Bonds required from the awarded Proposer.**

**LIQUIDATED DAMAGES:**

Refer to RDBS

**Design-Builder's Name:** Ferguson Glasgow Schuster Soto, Inc. and  
LEE Construction Group, 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

Luis E. Enriquez

\_\_\_\_\_  
Legal Name

Luis E. Enriquez

\_\_\_\_\_  
Legal NameBy: \_\_\_\_\_ 06/04/2021  
Signature DateLuis E. Enriquez - President  
\_\_\_\_\_  
Name and TitleWHEN 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:** Ferguson Glasgow Schuster Soto, Inc. and LEE Construction Group, 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: Ferguson Glasgow Schuster Soto, Inc. and LEE Construction Group, Inc.

Authorized Signature: \_\_\_\_\_

Print Name & Title: Natividad Soto, President / Luis E. Enriquez - President

Federal Employer Identification Number: 59-1351856 / 14-1984840

Address: 901 Ponce de Leon Blvd. #304 / 9485 NW 12th Street

City/State/Zip: Coral Gables, FL 33134 / Doral, Florida 33172

Telephone: ( 305 ) 443-7758 (305) 216-7558

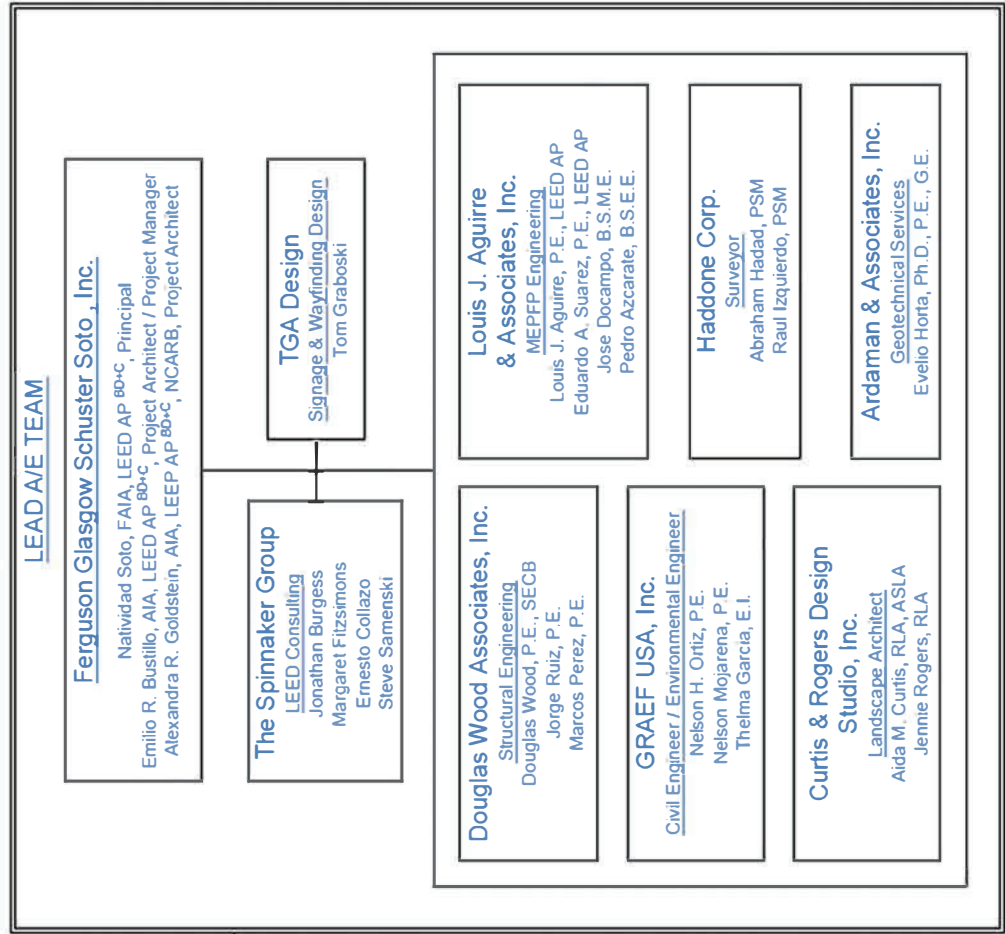
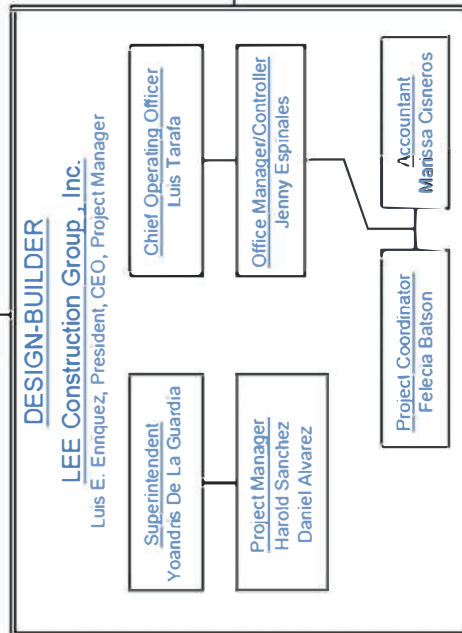
By signing above, the Design-Builder confirms that it accepts and adheres to the Design Criteria as part of their base and affected alternate proposals, and accepts full technical, cost, and schedule responsibility for any deviations, omissions, or alterations of the RDBS Design Criteria in their base proposal. At the County's discretion, proposer may be required to perform the project without recourse in accordance with the requirements of the RDBS Design Criteria at the same price and schedule as base proposal. In the event that the County identifies any such deviations, omissions, or alterations in the base or alternate proposals, the County may require the Design Builder's confirmation of the above terms during their Step 2 Oral Presentation.



# **EXHIBIT “B”**

## **Principals of the Team**

# TEAM ORGANIZATIONAL CHART



## Section E – Table of Organization

Please attach the following documents:

- 1) Table of Organization
- 2) RESUMES FOR KEY PERSONNEL
- 3) General Contractors or Building Contractors License for Design-Builder

# **EXHIBIT “C”**

## **Proposal Plans and Specifications (outline specs)**

**Refer to: DB20-MDPLS-01 GOB  
ESP VOLUME II REV1.PDF OR  
[HTTPS://APP.BOX.COM/  
S/1VETOORXJMCY2C10B9869G  
B7QCTSWA32](https://app.box.com/s/1vetoorxjmcy2c10b9869gb7qctswa32)**

# **EXHIBIT “D”**

## **Preliminary Project Schedule**

**To be provided by Design-Builder and approved by Owner**

# **EXHIBIT “E”**

## **Contract Schedule of Values**

# APPLICATION FOR PAYMENT

CAP702  
Page: 1 of 2

**To:**

Miami-Dade County  
111 NW 1 Street - Suite 2340  
Miami, FL 33128

**PROJECT:**

DB20-MDPLS-01  
Doral Branch Library

**From Contractor:**

LEE Construction Group, Inc.  
9485 NW 12 Street  
Doral, FL 33172

**VIA ARCHITECT:**

Ferguson Glasgow Schuster Soto, Inc  
901 Ponce De Leon Blvd - Suite 304  
Coral Gables, Florida 33134

CONTRACT FOR: Doral Branch Library

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 10,235,270.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 10,235,270.00
4. Total Completed & Stored to Date: \$ 0.00
5. Retainage Summary:

- a. 10.00 % of Completed Work \$ 0.00
  - b. 10.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 0.00

6. Total Completed Less Retainage: \$ 0.00
7. Less Previous Applications: \$ 0.00

8. Current Payment Due, This Application: \$ 0.00

9. Contract Balance (Including Retainage): \$ 10,235,270.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	0.00

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Luis Tarafa

Date: JUL 23, 2021

State Authorized:

County of:

Subscribed and sworn to before  
me this 23rd day of July

Notary Public: Jenny Espinales

My Commission expires: September 13, 2024

## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architects Signature)

Date:

Application No.: Application Date: Period To: Contract Date:

1 JUL 23, 2021 JUL 23, 2021 JUL 23, 2021  
Project Nos:

Distribution List:

<input checked="" type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr
<input checked="" type="checkbox"/>	Architect	<input type="checkbox"/>	Field
<input checked="" type="checkbox"/>	Contractor	<input type="checkbox"/>	Other



## APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:

LEE Construction Group, Inc.  
9485 NW 12 Street  
Doral, FL 33172

To:

Miami-Dade County  
111 NW 1 Street - Suite 2340  
Miami, FL 33128

Project:

DB20-MDPLS-01  
Doral Branch Library

Application No: 1

Application Date: 7/23/2021

Period To: 7/23/2021

Contract Date: 7/23/2021

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
1	Design & Engineering	885,270.00	0.00	0.00	0.00	0.00	0	0.00
2	General Requirements	1,050,000.00	0.00	0.00	0.00	0.00	0	0.00
3	Sitework	285,000.00	0.00	0.00	0.00	0.00	0	0.00
4	Landscaping	51,300.00	0.00	0.00	0.00	0.00	0	0.00
5	Irrigation	11,400.00	0.00	0.00	0.00	0.00	0	0.00
6	Concrete & Masonry	1,388,873.00	0.00	0.00	0.00	0.00	0	0.00
7	Metals	239,400.00	0.00	0.00	0.00	0.00	0	0.00
8	Wood & Plastic	469,680.00	0.00	0.00	0.00	0.00	0	0.00
9	Thermal & Moisture Protection	651,510.00	0.00	0.00	0.00	0.00	0	0.00
10	Doors & Windows	1,177,620.00	0.00	0.00	0.00	0.00	0	0.00
11	Finishes	1,277,960.00	0.00	0.00	0.00	0.00	0	0.00
12	Specialties	251,017.00	0.00	0.00	0.00	0.00	0	0.00
13	Equipments	39,900.00	0.00	0.00	0.00	0.00	0	0.00
14	Furnishing	132,240.00	0.00	0.00	0.00	0.00	0	0.00
15	Conveying Systems	185,000.00	0.00	0.00	0.00	0.00	0	0.00
16	Mechanical	575,000.00	0.00	0.00	0.00	0.00	0	0.00
17	Plumbing	600,000.00	0.00	0.00	0.00	0.00	0	0.00
18	Fire Protection	74,100.00	0.00	0.00	0.00	0.00	0	0.00
19	Electrical	890,000.00	0.00	0.00	0.00	0.00	0	0.00
		10,235,270.00	0.00	0.00	0.00	0.00	0	0.00

# **EXHIBIT “F”**

## **Performance Bond**

**To be provided by  
Design-Builder**



Orlando Regional Bond Department

February 12, 2021

**RE: Lee Construction Group, Inc.**

To Whom It May Concern:

The Hartford, through its various operating entities, has issued surety bonds to Lee Construction Group, Inc. since 2015, during which time we have favorably considered projects up to \$30,000,000 single and \$75,000,000 aggregate. Our experience with Lee Construction Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Lee Construction Group, Inc. and Hartford Casualty Insurance Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Timothy Holicky  
The Hartford

P.O. Box 958461  
Lake Mary, FL 32795  
Toll Free 800 824 1732  
Facsimile 877 536 9102

# **EXHIBIT “G”**

## **Payment Bond, Liability Insurance**

**To be provided by  
Design-Builder**

# **EXHIBIT “H”**

## **Errors and Omissions Insurance**

**To be provided by  
Design-Builder**

# **EXHIBIT “I”**

## **Workmen's Compensation Insurance**





LEECO-1

OP ID: NR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BUTLER, BUCKLEY, DEETS INC.</b> <b>6161 BLUE LAGOON DR., STE 420</b> <b>MIAMI, FL 33126</b> <b>William S. Bodenhamer</b>		<b>CONTACT NAME:</b> William S. Bodenhamer <b>PHONE (A/C, No, Ext):</b> 305-262-0086 <b>FAX (A/C, No):</b> 305-262-0187 <b>E-MAIL ADDRESS:</b> bbodenhamer@bbdins.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
<b>INSURED</b> <b>LEE CONSTRUCTION GROUP, INC.</b> <b>9485 NW 12 ST</b> <b>MIAMI, FL 33172</b>		<b>INSURER A :</b> <b>INSURER B :</b> Berkshire Hathaway Homestate C <b>INSURER C :</b> NORGUARD INSURANCE COMPANY <b>INSURER D :</b> Peleus Insurance Company <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

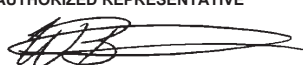
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>Y</b>		<b>LEAU189526</b>	<b>09/10/2020</b>	<b>09/10/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y / N</b> <b>N</b>	<b>N / A</b>	<b>LEWC116690</b>	<b>09/10/2020</b>	<b>09/10/2021</b>	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional -Poll</b> <b>DED.EACH CLAIM</b>			<b>121 AE 0170304-00</b>	<b>04/04/2020</b>	<b>04/04/2021</b>	<b>Per Claim</b> <b>1,000,000</b> <b>DED.</b> <b>2,500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Solicitation DB20-MDPLS-01  
 Design-Build Services for the New Doral Branch Library  
 Miami-Dade County is included as additional insured with respects to  
 Business auto Liability as required by written contract or permit

**CERTIFICATE HOLDER****CANCELLATION**

<b>Miami-Dade County</b> <b>111 NW 1st STREET</b> <b>SUITE 2340</b> <b>Miami, FL 33128</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **EXHIBIT “J”**

## **Commercial General Liability Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (305) 822-7800      FAX (A/C, No): (305) 362-2443 <b>E-MAIL ADDRESS:</b>  
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Admiral Insurance Co</b>	
NAIC # <b>24856</b>	
INSURER B : <b>Century Surety Company</b>	
INSURER C : <b>Evanston Insurance Company</b>	
35378	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	<b>X</b>		<b>CA00002902504</b>	<b>12/4/2020</b>	<b>12/4/2021</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>150,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		<b>CCP936015</b>	<b>12/4/2020</b>	<b>12/4/2021</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						<input type="checkbox"/> CLAIMS-MADE
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	<b>N/A</b>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
<b>C</b>	<b>Excess Liability</b>			<b>MKLV2EUE101008</b>	<b>12/4/2020</b>	<b>12/4/2021</b>	<b>Excess of \$5,000,000</b> <span style="float: right;"><b>5,000,000</b></span>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solicitation DB20-MDPLS-01

Design-Build Services for the New Doral Branch Library

Miami-Dade County is included as additional insured with respects to General Liability as required by written contract or permit

**CERTIFICATE HOLDER****CANCELLATION**

<b>Miami-Dade County</b> 111 NW 1st STREET SUITE 2340 Miami, FL 33128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

# **EXHIBIT “K”**

## **Automobile Liability Insurance**

**Refer to Exhibit I**

# **EXHIBIT “L”**

## **Contractor's Professional Liability Insurance**

**Refer to Exhibit I**

# **EXHIBIT “M”**

## **Builder's Risk Insurance**

**To be provided by  
Design-Builder**



# **EXHIBIT “N”**

## **Contractor Due Diligence Affidavit**

## Miami-Dade County Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

**NOTE:** "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

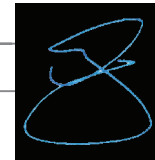
**Written Declaration:** Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

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

Contract Title:

Printed Name of Affiant

Printed Title of Affiant



of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

### Notary Public Information

Notary Public – State of Florida

County of

Miami-Dade

**Subscribed and sworn to** (or affirmed) before me this 12th day of February, 2021 by  
Luis E. Enriquez He or she is personally known to me Personally Known or has produced identification

  
Signature of Notary Public

GG 319370

Serial Number

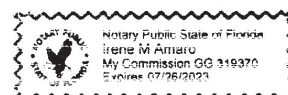
Irene M. Amaro

07/26/2023

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal



# **EXHIBIT “O”**

## **SBD Utilization and Assurance Form**



## SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

### SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

*This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).*

Project No.: DB20-MDPLS-01 Project Title: Design-Build Services for the new Doral Branch Library

Name of Proposer: LEE Construction Group, Inc. FEIN 14-1984840

Address: 9485 NW 12 Street City Doral State FL ZIP 33172

Telephone Number: Office: 305-216-7558 Mobile: 786-487-0876 Email address: leenriquez@leecgi.com

**The proposer is committed to meeting the established SBE measure(s) assigned to this project:**

28 % SBE-A/E, 30 % SBE-Con, \_\_\_\_\_ % SBE-G, and/or \_\_\_\_\_ % SBE-S.  
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

**To satisfy the requirements for Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:**

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

**To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:**

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

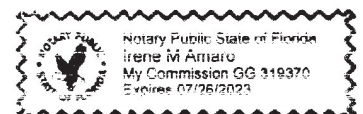
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Luis E. Enriquez, who being first sworn deposes and affirms that \_\_\_\_\_ information statements are true and correct to the best of his/her knowledge information and belief.

Signature (Owner/Officer)

SWORN TO and subscribed before me this 12th day of February, 2021

Signature of Notary Public-State of Florida

My Commission Expires:



# **EXHIBIT “P”**

## **Collusion Affidavit F4**

ISD Project No.: \_\_\_\_\_

Project Name: Design-Build Services for the New Doral Branch Library

**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 Luis E. Enriquez who being duly sworn states:  
(insert name of affiant)

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

I state that the Proposer of this contract

☒ 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 (circle any applicable Proposers/Bidders):\_\_\_\_\_  
\_\_\_\_\_

**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 bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

**NOTE:** Pursuant to Florida Statutes s. 92.525, under penalties of perjury..... vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

**Written Declaration:** Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Collusion Affidavit and that the facts stated in it are true.

By:  \_\_\_\_\_  
of Affiant

2/12/2021

Date

Luis E. Enriquez - President

Printed Name of Affiant and Title

1 / 4 - 1 / 9 / 8 / 4 / 8 / 4 / 0 /

Federal Employer Identification Number

LEE Construction Group, Inc.

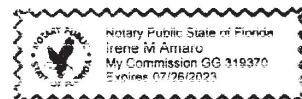
Printed Name of Firm

9485 NW 12 Street Doral, FL 33172

Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this 12th day of February, 2021He/She is personally known to me or has presented Personally Known as identification.  
Type of identification  
Signature of NotaryGG 319370

Serial Number

Irene M. AmaroPrint or Stamp Name of Notary  
Notary Public • State of Florida07/26/2023Expiration Date  
Notary Seal



# **EXHIBIT “Q”**

## **Criminal Record Affidavit F3**

**CRIMINAL RECORD AFFIDAVIT**Date: 2/12/2021Project Name: Design-Build Services for the new Doral Branch LibraryState of FloridaCounty of Miami-Dade

Before me, the undersigned authority, authority, authorized to administer oaths and take acknowledgements, personally appeared Luis E. Enriquez whom after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

LEE Construction Group, Inc.

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the bidder or proposer, located at 9485 NW 12 Street Doral, FL 33172 and that said bidder or proposer, as of the date of this bid or proposal submission:

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

☐ has been convicted of a felony during the past ten (10) years, 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: Keyda Silver  
Signature

Witness: [Signature]  
Signature

Witness: [Signature]  
Signature

By: [Signature] - President  
Legal Name & Title

State of FloridaCounty of Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of February, 20 21.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by \_\_\_\_\_

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Luis E. Enriquez having the title of Presidentwith LEE Construction Group, Inc.

☒ a Florida Corporation ☐ a partnership ☐ a joint venture  
on behalf of ☐ corporation ☐ partnership ☐ joint venture

He/She is ☒ personally known to me, or  
☐ has produced \_\_\_\_\_ as identification.

Notary Signature: Irene Amaro

Type or Print Name: Irene M. Amaro

Notary Seal:

# **EXHIBIT “R”**

## **Responsible Wages Affidavit**

# Residents First Training and Employment Program


## Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)

### (Miami-Dade County Code Section 2-11.17)

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

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

- i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

<u>Luis E. Enriquez</u>	<u>President</u>	
<b>Printed Name of Affiant</b>	<b>Printed Title of Affiant</b>	<b>Signature of Affiant</b>
<u>LEE Construction Group, Inc.</u>	<u>2/12/2021</u>	
<b>Name of Firm</b>	<b>Date</b>	
<u>9485 NW 12 Street</u>	<u>FL</u>	<u>33172</u>
<b>Address of Firm</b>	<b>State</b>	<b>Zip Code</b>
<u>Solicitation DB20-MDPLS-01 Design-Build Services for the New Doral Branch Library</u>		
<b>Project Number/Name</b>		


#### Notary Public Information

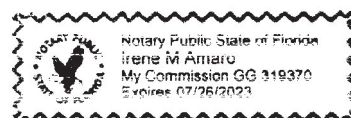
Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 12th day of, February 2021.

by Luis E. Enriquez He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced \_\_\_\_\_

	GG 319370
<b>Signature of Notary Public</b>	<b>Serial Number</b>
<u>Irene M. Amaro</u>	<u>07/26/20023</u>
<b>Print or Stamp of Notary Public</b>	<b>Expiration Date</b>
	<b>Notary Public Seal</b>



FORM RFTE 1

# **EXHIBIT “S”**

## **Public Entity Crimes Sworn Statement F5**

**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. DB20-MDPLS-01 for Miami Dade County.
2. This sworn statement is submitted by LEE Construction Group, Inc. whose (name of entity submitting sworn statement) business address is 9485 NW 12 Street Doral, FL 33172 and (if applicable) its Federal Employer Identification Number (FEIN) is 14-1984840. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
3. My name is Luis E. Enriquez and my relationship with the entity named (please print name of individual signing) above is 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 public 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.)



ature)

Date: 2/12/2021

SUBSCRIBED AND SWORN TO (or affirmed) before me on 2/12/2021 (Date)

by Luis E. Enriquez. He/She is personally known to me or has presented  
(Affiant)

Personally Known as identification.  
(Type of Identification)

Irene Amaro  
(Signature of Notary)

GG 319370  
(Serial Number)

Irene M. Amaro  
(Print or Stamp Name of Notary)

07/26/2023  
(Expiration Date)

Notary Public Florida  
(State)

Notary Seal:

# **EXHIBIT “T”**

## **Design-Builder Affidavit F1**

Date: 2/12/2021

Project Name: Design-Build Services for the new Doral Branch Library

State of Florida

County of Miami-Dade


Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Luis E. Enriquez who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of LEE Construction Group, Inc.

(Legal Name, Corporation, Partnership, Firm)

hereinafter called the bidder or proposer, located at 9485 NW 12 Street Doral, FL 33172 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:   
Signature

LEE Construction Group, Inc.  
Legal Name of Proposer

Witness:   
Signature

  
Signature

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of February, 20 21.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: \_\_\_\_\_

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: Luis E. Enriquez having the title of President

with LEE Construction Group, Inc.

☒ a Florida S corporation ☐ a partnership ☐ a joint venture, on behalf of the  
☐ corporation ☐ partnership ☐ joint venture.

He/She is ☒ personally known to me, or  
☐ has produced \_\_\_\_\_ as identification

Notary Signature: 

Type or Print Name: Irene M. Amaro

Notary Seal: 

# **EXHIBIT “U”**

## **Debarment Disclosure Affidavit F2**

**DEBARMENT DISCLOSURE AFFIDAVIT**Date: 2/12/2021Project Name: Design-Build Services for the new Doral Branch LibraryState of FloridaCounty of Miami-Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Luis E. Enriquez who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

LEE Construction Group, Inc.

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at  
9485 NW 12 Street Doral, FL 33172

that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness: 

Signature

Witness: 

Signature

Witness: By: Luis E. Enriquez - President

Legal Name &amp; Title

State of FloridaCounty of Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of February, 20 21.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by \_\_\_\_\_

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

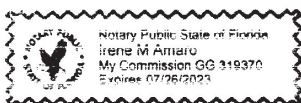
by Luis E. Enriquez having the title of Presidentwith LEE Construction Group, Inc.

[x] a Florida Corporation [ ] a partnership [ ] a joint venture  
 on behalf of [ ] corporation [ ] partnership [ ] joint venture

He/She is [x] personally known to me, or  
 [ ] has produced \_\_\_\_\_ as identification

Notary Signature: Type or Print Name: Irene M. Amaro

Notary Seal:



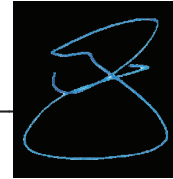


# **ISD FORM 9**

## **FAIR WAGE AFFIDAVIT**

**FAIR WAGE AFFIDAVIT**

Before me, the undersigned authority appeared Luis E. Enriquez the  
(PRINT NAME)  
President of LEE Construction Group, Inc.  
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER),

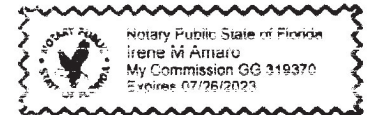


who attests that LEE Construction Group, Inc. shall pay workers on  
(PRINT NAME OF BIDDER OR PROPOSER)  
the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-  
11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

**State of FLORIDA**  
**County of Miami-Dade**

Sworn to (or affirmed) and subscribed before me this 12th day of February, 20 21.

X Personally, known or \_\_\_\_\_ produced identification.



Irene Amaro  
(Signature of Notary Public - State of Florida)

Irene M. Amaro  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced: \_\_\_\_\_