

Date: April 5, 2022

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

Agenda Item No. 8(E)(5)

From: Daniella Levine Cava
Mayor

Resolution No. R-307-22

Subject: Approval of a Designated Purchase of Relocatable Fire Stations

Recommendation

It is recommended that the Board approve: (1) a designated purchase of up to three relocatable fire stations at a cost not to exceed \$7,706,441.16 from One4Haul (2014) Ltd. d/b/a Extreme Portable Buildings (Supplier); (2) a contract with Supplier for the purchase of one relocatable fire station at a cost of \$2,548,813.72, with an option to purchase additional fire stations at a price not to exceed the price for the initial relocatable fire station (Contract); (3) waive the application of the user access program; and (4) delegate authority to County Mayor or Mayor's designee to exercise option to purchase up to two additional relocatable fire stations under the Contract provided funds are included in the capital budget for Miami-Dade Fire Rescue Department (MDFR) for same. Approval of a designated purchase, by a two-thirds vote of the Board members present and pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, is requested because Supplier is the sole manufacturer of these long term, relocatable, ground mounted, public safety wind rated structures

Scope

This item impacts the Fire Rescue District, and the first relocatable fire station will be initially deployed as Fire Station 71, on SW 184 Street and SW 154 Avenue in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins. Additional potential locations for relocatable fire stations include Port Miami and future Fire Station 80 in Northwest Miami-Dade County.

Delegation of Authority

Upon approval of this item, the County Mayor or the County Mayor's designee will have the authority to exercise all the provisions of the Contract, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing

Order 3-38. In addition, the County Mayor or Mayor's designee will have the delegated authority to exercise the option in the Contract to purchase up to two additional relocatable fire stations provided that the total cost for the first relocatable fire station, and any additional relocatable fire stations, does not exceed \$7,706,441.16.

Fiscal Impact/Funding Source

The fiscal impact of this item is an amount not to exceed \$7,706,441.16 and the funding source for this purchase is Miami Dade Fire Rescue District Impact Fees - District 4 and District 2 and PortMiami funds. The fiscal impact of the Contract for the initial relocatable fire station is \$2,548,813.72 and will be funded from Miami Dade Fire Rescue District

Impact Fees – District 4. The initial relocatable fire station is budgeted in the FY 2021-22 Adopted Budget and Capital Plan, Volume 2, Page 54, Project# 2000001428 – Fire Rescue Station 71 (Eureka). The additional cost of site preparation and installation will include paving, drainage, lighting, landscaping, fencing, utility hook-ups, other minor construction, and minor architectural and engineering services is approximately \$250,000, and will be contracted by MDFR through the Miscellaneous Construction Contract program and the Equitable Distribution Program.

Track Record/Monitor

MDFR Facilities Bureau Manager Fernando Fernandez will oversee the customization, procurement and installation of the relocatable fire station.

Background

MDFR staff recently inspected the factory where these units are produced and two recently deployed fire stations. These relocatable fire stations will provide a sound, long-term solution for deploying new services or maintaining existing services during reconstruction of existing stations. The first installation on County-owned property in southern Miami-Dade will be in place until a final determination is made on how to develop the entire 10-acre parcel, which is shared between MDFR and Miami-Dade Police. The user access program, set forth in section 2-8.10 of the County Code, requires a two percent deduction from each invoice for certain County contracts. A waiver is recommended as being in the interest of the County because, while the purpose of the user access program is to defray the cost of procurement activities, here all of those activities were undertaken by and all costs and expenses associated therewith have been incurred by MDFR.

This would be the first relocatable fire station in the United States. The first relocatable fire station was recently deployed in Calgary, Canada, and another in Sturgis, South Dakota. . MDFR staff recently inspected the factory where these units are produced and visited the two recently deployed fire stations. MDFR has a long history of using office trailers as temporary fire stations. Usually, these trailers have been used by the department to put new fire and rescue services into an area prior to the establishment of a permanent facility, since deploying these units is quicker than the process to design and construction of a new fire station. This was done at Palmetto Bay Station 62, Miami Lakes Station 64, and current Westwood Lakes Station 41. MDFR also used trailers to temporarily house the personnel from Sunny Isles Station 10 and Sweetwater Station 29 during the reconstruction of those facilities and are currently used for temporary North Bay Village Station 27.

The use of trailers for temporary stations is not ideal. They must be evacuated during hurricanes and may not be habitable upon return. The trailers provide adequate living quarters, but do not have enclosed areas for the fire trucks, which are stored under canopies. They also do not have dedicated decontamination areas for firefighters after incidents. The trailers are occupied 24 hours per day, seven days per week by four to seven people, and sustain substantial wear and tear to the floors and fixtures. This has led to replacement of floors and other items in some units due the length of time used in the field and the heavy-duty environment of fire stations.

MDFR has been working with the Supplier to design a relocatable, prefabricated fire station that can be permitted by the County local building official in accordance with Florida Statutes section 553.37(12). The firm has been deploying extreme portable buildings for use in the natural resource sector of Canada since 2009 and holds a US Patent (Pub. No.: US 2011/0120026 A1) on its mobile multi-functional shelter unit. The company recently delivered its first municipal Extreme Relocatable Fire Station to Calgary Fire Department for Walden Fire Station 43. Previous relocatable fire rescue stations deployed include the Cenovous Energy 5 Bay Industrial Fire Station in Fort McMurray Canada in 2018, Alberta Health Services EMS Station in 2019 and Eastside Fire and Rescue Ambulance Station in Sammamish, Washington in 2020. They are the only manufacturer of relocatable fire stations.

The relocatable fire station will contain all of the essential elements of a traditional, permanent fire station, but on a smaller scale and at a lower cost. Unlike the current trailer solution, this station will have an enclosed fire truck bay instead of an open canopy and includes a dedicated decontamination area. Once the temporary use is over, these stations can be relocated for subsequent use, and will have a life span of 30 years. The station will meet all Miami-Dade wind load requirements, is secured to the ground with auger piles on a concrete slab, and does not require evacuation during a hurricane. The station will meet all ADA requirements, but because it will not be elevated like the traditional trailer, it will not require ramps to provide wheelchair accessibility. It includes all fixtures such as: fabricated steel structural components, interior & exterior finishes, walls, windows & doors, high efficiency HVAC systems, energy code compliant building envelope, wiring, insulation, plumbing, lighting, appropriate fixtures, fire suppression sprinklers and vehicle exhaust extraction systems.

Manufactured Buildings fall under Chapter 553, Part 1, of the Florida Statutes and are traditionally inspected at the factory by state inspectors for mechanical, electrical, plumbing and structural requirements. Due to the current travel restrictions between the United States and Canada, the manufacturer will be working with the Miami-Dade County Department of Regulatory and Economic Resources (RER) to coordinate virtual and contracted inspections required for approval from the local building official in accordance with the statute. MDFR will obtain all building plans review and inspection services using private providers currently on the County list maintained by RER of Florida-licensed structural, mechanical, and electrical professional engineers. RER will ensure compliance with all County building codes.

This contract includes an opportunity to develop a Marketing Partnership with the vendor that will reduce the cost of any future relocatable fire stations by a minimum of five (5) percent up to a maximum of fifteen (15) percent. This Marketing Partnership will require additional Board approval.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence has been conducted on the Supplier in accordance with the Internal Service Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various Supplier responsibility lists.

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The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Supplier responsibility.

Pursuant to Resolution No. R-1011-15, the Supplier is headquartered at 4115 18 Avenue North, Lethbridge, Alberta Canada T1H 5G1. The Supplier does not have a local address and therefore 0% of the Supplier's employees reside in Miami-Dade County.

Applicable Ordinances and Contract Measures

- The two-percent User Access Program provision will not apply.
- The Small Business Enterprise contract measures and Local Preference do not apply.
- The Living Wage does not apply.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: April 5, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(5)

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. 8(E)(5)
4-5-22

RESOLUTION NO. R-307-22

RESOLUTION APPROVING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT FOR PURCHASE FROM ONE4HAUL (2014) LTD. D/B/A EXTREME PORTABLE BUILDINGS (“SUPPLIER”) OF UP TO THREE RELOCATABLE FIRE STATIONS (“STATION”) AT A COST NOT TO EXCEED \$7,706,441.16 AND AWARD OF CONTRACT WITH SUPPLIER FOR PURCHASE OF ONE STATION IN AN AMOUNT NOT TO EXCEED \$2,548,813.72 AND OPTION TO PURCHASE ADDITIONAL STATIONS; WAIVING, PURSUANT TO SECTION 2-8.10 OF THE COUNTY CODE, APPLICATION OF USER ACCESS PROGRAM AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE CONTRACT, ISSUE THE APPROPRIATE PURCHASE ORDERS, EXERCISE ALL PROVISIONS OF THE CONTRACT, AND EXERCISE OPTION TO PURCHASE UP TO TWO ADDITIONAL STATIONS, SUBJECT TO CERTAIN CONDITIONS

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:

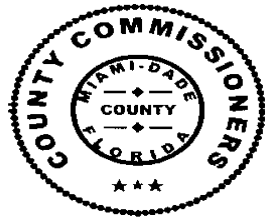
Section 1. This Board finds it is in the best interest of Miami-Dade County to and does hereby: (a) approve a designated purchase of up to three relocatable fire stations (“station”) from One4Haul (2014) Ltd. d/b/a Extreme Portable Buildings (“Supplier”) at a cost not to exceed \$7,706,441.16 pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present; (b) approve the award of a contract for the purchase of one station from the Supplier in an amount not to exceed \$2,548,813.72, with an option to purchase additional stations (the “contract”); and (c) waive, pursuant to section 2-8.10 of the County Code, the application of the user access program to the contract.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to:
 (a) execute the contract; (b) issue the appropriate purchase orders; (c) exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38; and (d) exercise option to purchase up to two additional stations provided that the total expenditure under the contract does not exceed \$7,706,441.16 and that the funds are included in the capital budget for the Miami-Dade Fire Rescue Department.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of April, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

Relocatable Fire Stations
Contract No.

THIS AGREEMENT for the provision of Relocatable Fire Stations, made and entered into as of this _____ day of _____ by and between One4Haul (2014) Ltd. d/b/a Extreme Portable Buildings, a corporation organized and existing under the laws of the Provinces and Territories of Alberta, Canada, having its principal office at 4115 - 18th Ave North, Lethbridge AB, T1H 5G1 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Turnkey Relocatable Fire Stations, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Payment Schedule (Appendix B); and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such Turnkey Relocatable Fire Stations for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- (a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- (b) The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- (c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- (d) The word "Contractor" to mean One4Haul (2014) Ltd. d/b/a Extreme Portable Buildings and its permitted successors.
- (e) The word "Days" to mean calendar days.
- (f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- (g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- (h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- (i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- (j) The words "Relocatable Fire Station" to mean a manufactured building as defined in section 553.36 of the Florida Statutes which complies with the Scope of Services and all other requirements of this Contract and Florida law with respect to its manufacture, installation and functionality.
- (k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

- (l) The words "Service" or "Services" to mean the provision of Portable Fire Stations services in accordance with the Scope of Services.
- (m) The word "Site" shall mean the location where the Turnkey Relocatable Fire Station is to be delivered to and installed. The Site is within the property identified by the following address and folio number 15430 SW 184th Street, Miami, Florida 33187.
- (n) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- (o) The word "Turnkey" to mean those services to be provided by the Contractor and set forth in "Scope of Work" in Appendix A to include, but not be limited to:
 - (1) Preparation of design drawings including building architectural, electrical, mechanical and structural necessary for the fabrication of the Relocatable Fire Station.
 - (2) Factory fabrication and assembly of the Relocatable Fire Station to the client-approved drawings.
 - (3) Delivery and installation of the Relocatable Fire Station to the County's specified job site.
 - (4) Testing and commissioning the functionality of the relocatable fire station.
- (p) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the term and condition that provides the most stringent and exacting standard of work to the Contractor and the most protection to the County shall prevail, and otherwise, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A, 3) all exhibits, and 4) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

- (a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- (b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- (c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- (d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- (e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- (f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- (a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may

be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

- (b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- (c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- (d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- (e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue until such time as the commodities, equipment and/or services acquired in conjunction with this agreement, have been supplied and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. SCOPE OF SERVICES

The Contractor shall provide the Scope of Services and the Work and do all things necessary to provide a Turnkey Relocatable Fire Station to the County within the timeframes and the deadlines set forth in Appendix A. The Scope of Services includes, but is not limited to, the delivery and installation of the Relocatable Fire Station to the Site and in a Turnkey condition. The Relocatable Fire Station shall become the property of the County upon its delivery and installation on the Site.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(a) To the County

- (1) to the Project Manager: and (2) to the Contract Manager

Miami-Dade County
Attention: Fernando Fernandez
Phone: 786 331-4502
E-mail: e19783@miamidade.gov

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Phone: (305) 375-4900
Email: Namita.Uppal@miamidade.gov

(b) To the Contractor

One4Haul (2014) Ltd. d/b/a Extreme Portable Buildings
4115 - 18th Ave North
Lethbridge AB, T1H 5G1
Attention: Patrick Veer
Phone: 403-257-8492
E-mail: pveer@shaw.ca

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 9. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County in accordance with the timeframes and deadlines set forth in Appendix B and upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 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.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County
Miami-Dade Fire Rescue Department
Accounts Payable – Finance Division
9300 NW 41 Street
Doral FL 33178
Attention: Vivian Elespe

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

Contractor shall furnish to Miami-Dade Fire Rescue 9300 NW 41 Street Doral Florida, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (a) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- (c) Worker's Compensation Insurance for all employees of the contractor as required by Florida Statute 440.
- (d) Installation Floater on an "all risk" basis in an amount not less than one hundred percent (100%) of the replacement value of the structure(s), equipment and materials. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.
- (e) Professional Liability Insurance in an amount not less than \$1,000,000 per claim. This policy shall be carried by the engineer of record signing and certifying any drawings or specifications required for the relocatable fire station.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 12. MANNER OF PERFORMANCE

- (a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- (b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
 - (1) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- (c) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
 - (1) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- (d) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

- (a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- (b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- (c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- (d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- (e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies

available under law after exhausting the provisions of this Article.

(f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

- (a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- (b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- (c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- (a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the

Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- (b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County. The Parties acknowledge and agree that the County consents to any Subcontractor specifically listed and identified in Appendix C.
- (c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- (d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- (e) All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- (a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- (b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- (c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- (d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- (e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- (1) stop Work on the date specified in the notice (the "Effective Termination Date");
 - i. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - ii. cancel orders;
 - iii. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - vi. take no action which will increase the amounts payable by the County under this Agreement; and
 - v. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- (f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - (1) portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - (2) non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- (g) All compensation pursuant to this Article are subject to audit.
- (h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

- (a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- (b) the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - (1) the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - (2) the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - (3) the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - (4) the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - (5) the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - (6) the Contractor has failed in the representation of any warranties stated herein; or
 - (7) the Contractor fails to comply with Article 39.
- (a) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - (1) treat such failure as a repudiation and/or material breach of this Agreement; and

- (2) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 26. NOTICE OF DEFAULT – OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- (a) lost revenues;
- (b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- (c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- (a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- (b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- (c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- (d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- (e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into

agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- (a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- (b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- (c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- (a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement.
- (b) All Developed Works shall become the property of the County.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST**(a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| <p>(b) Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit (Section 2-8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>(c) Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>(d) Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 – 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> |
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(e) **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)

(f) **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the

Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

16. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

(b) **Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) 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 County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the

Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, 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 is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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.

ARTICLE 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- (a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 1124", "Equal Employment Opportunity", as amended.
- (b) Miami-Dade County Small Business Enterprises Development Participation Provision.
- (c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended
- (d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- (e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- (f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- (g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- (h) Section 11A-60 -11A-67 of the Code of Miami-Dade County "Domestic Leave"
- (i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- (j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)
- (k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- (l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq*) "Discrimination".
- (m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq*) "Wage Theft".
- (n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq*) "Business Regulations".
- (o) Any other laws prohibiting wage rate discrimination based on sex.

(p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

(q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

(r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

- (a) The Contractor represents that a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
- (b) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- (c) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor, or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://lapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

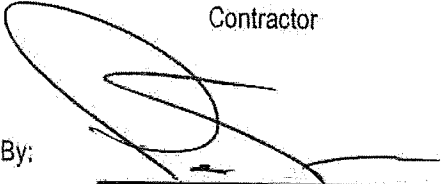
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

By: 
 Name: Patrick Veer
 Title: Vice President
 Date: Feb 4, 2022
 Attest: 
 Corporate Secretary/Notary Public

Miami-Dade County

By: _____
 Name: Daniella Levine Cava
 Title: Mayor
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**A. Preparation of design drawings for Manufactured Buildings including building architectural, electrical, mechanical and structural disciplines.**

The Contractor will interview appropriate representatives from the Miami Dade Fire Rescue Department (MDFR) to assess their needs and requirements in the manufacture of a Relocatable Fire Station. Professional consultants, employed by or contracted to the Contractor will prepare and certify design drawings in accordance with the applicable national, state and local building codes and guidelines for the design and fabrication of the Relocatable Fire Station. The drawings will be provided to MDRF for its review and approval prior to the Contractor commencing any fabrication activities. The Contractor agrees that it will make any revisions to the drawings and specifications that are requested by MDRF. The Contractor acknowledges and agrees that as of the effective date of this Contract, the drawings are 95% complete based on the version provided to the County and said drawings are attached hereto as Exhibit 1 ("95% Drawings"). The final drawings shall be consistent with the 95% Drawings and the final drawings, once approved by MDRF, will form the basis and detailed description of deliverables for this Contract. In order to facilitate MDRF's design and construction necessary for the civil Site work, electrical work, and plumbing work for the Relocatable Fire Station, the Contractor shall provide the detailed, final drawings and specifications to MDRF in an electronic format and in their native format along with all load calculations and connection details for the Relocatable Fire Station in sufficient detail to allow all of the Site work, electrical work, plumbing work and all other necessary work to have a functioning Relocatable Fire Station.

B. Exclusions for Drawings

- (1) Design drawings prepared by Contractor do not include as the civil designs for the Site, such as:
 - a) any needed demolition of existing structures or improvements at the Site
 - b) Site plan / arrangement
 - c) Site details
 - d) Electrical Site plan
 - e) Site plumbing plan
 - f) HVHZ Anchors / foundations.
- (2) Design drawings prepared by Contractor also do not include assembly and preparation of the design drawings for building permit application.
- (3) Contractor shall not be responsible for applying for or obtaining any building permits and associated costs and other applications and associated cost required by the authorities having jurisdiction.

C. Factory fabrication and assembly of the Relocatable Fire Station to the specifications noted on the MDRF approved drawings.

- (1) The Contractor shall undertake the fabrication and assembly of the Relocatable Fire Stations in accordance with the drawings and specifications approved by MDRF and following the issuance of a purchase order by MDRF. In no event shall the Contractor commence any fabrication or assembly of the Relocatable Fire Station without both the express, written approval of MDRF of the final drawings and the receipt of a purchase order from MDRF.
- (2) The Relocatable Fire Station shall include all components necessary to have functioning facility that is protected against the elements, and contains all conduits, wiring and other components necessary for electric power, plumbing and heating/cooling. The primary and necessary components for the Relocatable Fire Station include but are not limited to:
 - a) Structural framing, windows, exterior doors, exterior insulated wall panels, exterior finishes and fixtures.
 - b) Electrical wiring and fixtures
 - c) Mechanical, Plumbing and HVAC components and fixtures.
 - d) Finished interior walls, doors, floor coverings, ceilings, built in cabinets and accessories.
- (3) The following components are excluded from the Contractor's Scope of Services:
 - a) Kitchen Appliances; provided, that all electrical outlets necessary for the connection and installation of kitchen appliances shall be included by Contractor in the fabrication and assembly of the Relocatable Fire Station
 - b) Furniture
 - c) AV / IT / Alarm Equipment; provided, that all electrical outlets necessary for the connection and installation of

AV / IT / Alarm Equipment shall be included in the fabrication and assembly of the Relocatable Fire Station.

D. Delivery and installation of the Relocatable Fire Station to the County's specified Site.

- (1) Once the Contractor has completed the fabrication and assembly of the Relocatable Fire Station, it shall notify the County so as to provide the County the ability to inspect the Relocatable Fire Station prior to the Contractor's shipment and delivery of same to the Site. Following the County's inspection of the Relocatable Fire Station, it will prepare a punch list of any items that require correction prior to Contractor's shipment and delivery of the Relocatable Fire Station to the Site.
- (2) The Contractor will contract, oversee, facilitate and undertake the loading, transport and unloading of the assembled Relocatable Fire Station components via licensed heavy haul carriers to the Site as specified by MDFR. MDFR will ensure that the Site is stabled and leveled and that the Site has heavy haul crane access. The Contractor will be responsible for the delivery trucks, cranes and any other equipment or subcontractors necessary to install the Relocatable Fire Station. Once delivered to the Site and assembled, the County will inspect the Relocatable Fire Station and determine whether all of the items on the punch list have been corrected and will determine what items, if any, remain to be corrected and any additional components or items that need to be corrected by the Contractor. The Contractor shall address any remaining or new punch list items for the Relocatable Fire Station to the reasonable satisfaction of the County.
- (3) The Contractor will connect the components of the Relocatable Fire Station at the Site and shall undertake all other tasks necessary to complete the installation of the Relocatable Fire Station at the Site. MDFR will provide documentation to the Contractor or any governmental entity that is reasonably necessary to document and attest that the Contractor is authorized and under contract with the County to install the Relocatable Fire Station at the Site and do the Work in Miami-Dade County, Florida in the United States of America; provided, however, that any costs or expense, including not limited to, permit or application fees associated with the provision of the aforementioned documentation shall be paid for and shall be the responsibility of the Contractor.
- (4) The following tasks are excluded from the Contractor's Scope of Services:
 - a) Site Preparation. (Surveying, demolition, clearing, grading, filling, compacting.)
 - b) Utilities. (Locating, permitting, trenching, installing, connections to the Relocatable Fire Station)
 - c) Site Supervision (Security, sub- trades, waste disposal of waste generated by MDFR or other entity unrelated to Contractor)
 - d) Testing (Independent testing, inspections and certifications as may be required by local codes & bylaws – ie pressure tests, fluoridation test.); provided, however, that the Contractor shall undertake all tasks necessary to ensure that it has delivered a fully-functioning, properly manufactured and Turnkey Relocatable Fire Station to MDFR, including but not limited to, undertaking any testing determined and required by Contractor to confirm same as set forth in section E of this Appendix A below.
 - e) Site Finishing (Surveying, grading, paving, ramps, sidewalks, landscaping ,lighting, signage, fencing)

E. Testing and commissioning the functionality of the Relocatable Fire Station.

- (1) The Contractor will test and ensure the functionality of all components and aspects of the Relocatable Fire Station to the satisfaction of MDFR. The Contractor shall correct, to the satisfaction of MDFR, any aspects or components of the Relocatable Fire Station that are not in compliance with the approved drawings and specifications and/or that do not properly function. Once the commissioning is complete, MDFR will execute a confirmation of acceptance of the Relocatable Fire Station and indicating that the commissioning has been completed.
- (2) Within THIRTY (30) days following the installation of the Relocatable Fire Station, the Contractor shall provide:
 - a) A live, in-person demonstration at the Site of all of the functions of the Relocatable Fire Station to those individuals appointed and selected by MDFR; and
 - b) Digital as-built drawings and the as-built drawings in native format for the Relocatable Fire Station; and
 - c) An owner/operators manual setting forth, at a minimum, the operations and functionality of the Relocatable Fire Station and how to use and operate same along with specifications on all of the parts; and
 - d) Copies and assignments of all warranties for any components or parts of the Relocatable Fire Station.
 - e) Fit testing of apparatus.

(3) The following tasks are excluded from the Contractor's Scope of Services:

- a) The functioning of any County-installed equipment

F. Additional Relocatable Fire Stations

- (1) The Contractor acknowledges MDFR's desire to purchase additional Relocatable Fire Stations of the same or similar design. Further to this end, the Contractor will extend an option to MDFR to purchase additional Relocatable Fire Stations at the same price (inclusive of change orders and documented supplier / vendor / raw material increases) for up to 60 days after commissioning of the first Relocatable Fire Station is complete. Orders will be confirmed by deposit and /or acceptable letter of intent. The Contractor and the County shall use good faith, reasonable efforts to negotiate a Marketing Partnership Agreement to provide a discount on future relocatable fire stations from five to fifteen percent.

G. Contractor Warranty

(1) POLICY

- a) The Contractor shall and does hereby provide a warranty to the County that the Relocatable Fire Station shall be free from defects in materials and workmanship, including but not limited to those that may cause performance failures.
- b) This warranty is effective for a time period of one (1) year commencing on the date that MDFR confirms that the commissioning has been successfully completed and the Relocatable Fire Station accepted by the County.
- c) The Contractor shall also provide "Lifetime Quality Support" which means that EPB will stand behind the quality of their product for its normal and expected lifetime.
- d) It is the County's responsibility to operate and maintain the product in a manner described in the Owner's Manual provided by the Contractor. Any abuse, neglect or failure to follow the prescribed maintenance routines by the County will void this warranty.
- e) Components and accessories manufactured or supplied by third-party vendors are covered by their own particular warranties and the Contractor's warranty is limited to the parts and components of the Relocatable Fire Station manufactured or assembled by Contractor and the proper functioning thereof.
- f) The warranty coverage provided by Contractor does not apply to modifications or alterations to the structure of the Relocatable Fire Station. Modifications to the structural components of the Relocatable Fire Station not approved by the Contractor may disqualify the Relocatable Fire Station from warranty coverage.

(2) PROCEDURE

In order for the warranty to be effective:

- a) Contractor must have received payment in full of total Contract amount for product and service in accordance with Appendix B.
- b) The failure of the Relocatable Fire Station or a component thereof must have occurred within the warranty period.
- c) The Relocatable Fire Station must be without unapproved modifications; all repairs during the warranty period shall be pre-approved by the Contractor.
- d) The failure of the Relocatable Fire Station or a component thereof must not be a result of abuse, neglect, improper operation, insufficient maintenance or an Act of God.

(3) WARRANTY DETAILS

- a) Replacement parts purchased from, or supplied by the Contractor shall be warranted to be free of defects in material and workmanship for a period that is the greater of:
 - (i) Ninety (90) days from the date of shipment; or
 - (ii) the time remaining until the date of expiration of the warranty period.
- b) For warranty work that is undertaken by the County and that is not pre-approved by the Contractor, the Contractor will provide the County a credit for the cost thereof which can be applied to the future acquisition of additional products from the Contractor by the County within thirty (30) days of the Contractor's receipt of the faulty part (see FREIGHT procedure below); provided, however, that if the County requests approval of the warranty work and Contractor unreasonably delays, conditions or disapproves of the County's request for warranty, then the Contractor shall be obligated to instead make a payment to the County of the total cost of the warranty work undertaken by the County within 30 days of the County's demand thereof.

- c) For warranty work that is pre-approved by the Contractor, said warranty work shall be reimbursed by the Contractor to the County in the following manner:
- (i) LABOR RATE: The warranty labour rate shall be US \$65.00 hour.
 - (ii) PARTS: Parts are paid at OEM level cost and does not include shop materials or other consumables.
 - (iii) FREIGHT: the warranty coverage for parts is FOB Destination and the Contractor is responsible for all shipping costs of shipping the needed replacement parts. The County will pay and be responsible for the freight cost to return the malfunctioning product or part to Contractor.
 - (iv) REPAIR TIME: The Contractor will pay for actual repair time needed for the warranty work but not more than 110% of the "reasonable time" or the amount of time an experienced mechanic or technician would take to do the same task under normal conditions. All labor time is calculated in tenths of an hour. No repair time will be awarded for items considered maintenance by nature.
 - (v) TRAVEL ALLOWANCE: A travel allowance will be reimbursed to the County if necessary at a rate of US \$105.00 hour including the labor component. Travel time shall not exceed 6 hours per day. This time must be itemized separately on the invoice. A travel allowance will not be awarded for items considered maintenance by nature.
 - (vi) INVOICE: A detailed invoice for repairs done by a third-party must be received within 60 days of the repair. The invoice should include an hourly breakdown of labor with dates and required parts.
 - (vii) The Relocatable Fire Station components from third-party suppliers are covered by separate guarantees from their respective manufacturers and are guaranteed only to the extent of that manufacturer's warranty. If service for these non-Contractor manufactured components cannot be obtained locally, the Contractor will facilitate warranty replacement. The Contractor will order, ship (pre-paid) to the County and shall pay for a replacement part.
 - (viii) PAYMENT TO COUNTY: Upon the Contractor's receipt of the faulty part from the County and within thirty (30) days of receipt of all invoices and other supporting documentation for the warranty work performed and completed by the County, the Contractor shall issue a payment to the County in the amount invoiced to the Contractor by the County. Payment shall be made in accordance with the instructions provided in writing by the County.

(4) ITEMS NOT COVERED BY WARRANTY

The following are excluded from the Warranty provided by Contractor:

- a) Set-up and pre-delivery services, or service calls due to normal operation.
- b) Repairs required as a result of improper use, maintenance, storage, or damage due to accident.
- c) Rental costs of replacement equipment incurred due to failure during the warranty period.
- d) Claims for lost revenue, down-time or inconvenience.
- e) Claims for overhead reimbursements (i.e., telephone charges, welding rods, oxygen, acetylene, shop rags, environmental costs and other shop supplies).
- f) Adjustments, shimming and tightening of fittings, nuts and bolts.
- g) Duplicate or wrong repairs due, with respect to the initial warranty work, to faulty diagnosis, workmanship or temporary repairs.
- h) Subsequent or collateral damage due to continued operation of a broken or misaligned part or operation outside the normal operating procedures.

(5) LIFETIME QUALITY SUPPORT

- a) Following the expiration of the warranty period, the Contractor commits to provide the County with the "Lifetime Quality Support" for thirty (30) years.
- b) The term "Lifetime Quality Support" means that the Contractor will assess every deficiency, fault, and defect in the Relocatable Fire Station that may arise and will use reasonable, diligent and good faith efforts to find a solution to product failure for the County. Contractor's efforts shall include, but is not limited to, engineering and troubleshooting support for the County.
- c) Depending on the nature of the failure, the County may be charged for the repair on a pro-rated basis over the expected lifetime of the Relocatable Fire Station.
- d) Credits to future product purchases or payment of the necessary repair work may be issued by the Contractor (at the discretion of the VP Sales).

(6) Warranty Contacts:Engineering

- Guillaume Allen
 - 403-479-2315
 - Gui@haulall.com
- Kevin Neufeldt
 - 403-328-7788 x225
 - Kevin@haulall.com

Sales

- Patrick Veer
 - 403-257-8492
 - patrick@extremeportablebuildings.com

H. Project Schedule

The Contractor shall develop the drawings and specifications, undertake and complete the fabrication and manufacture of the Relocatable Fire Station, and complete the delivery, installation and full commissioning of the Relocatable Fire Station in accordance with the timelines and schedule set forth in Exhibit 2 attached hereto and made a part hereof. The Contractor shall complete the commissioning of the Relocatable Fire Station on a date that is no later than 250 days from the issuance of a purchase order under this Contract.

EXHIBIT 1 - 95% Drawings The Plans for the relocatable fire station are security sensitive information that is protected from disclosure and inspection by Section 119.071(3)(b), Florida Statutes. They are on file with the MDFR and available for review and inspection by authorized entities.

A black and white line drawing of a modern building. The structure features a large, angled glass facade on the left side, which appears to be a ramp or a large window. To the right of this is a dark, rectangular volume. Above this dark volume is a lighter, horizontal section with some internal details. The building is shown from a low angle, emphasizing its height and geometric forms.

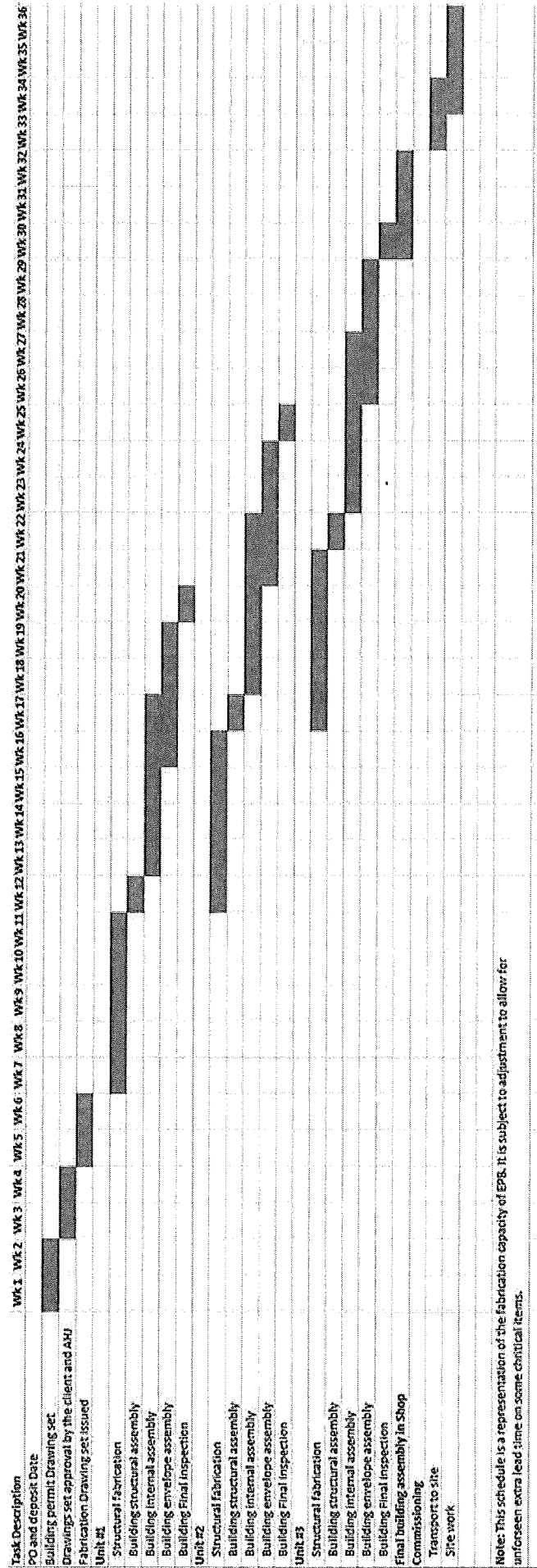
MIAMI DADE
FIRE RESCUE
TRANSPORTABLE STATION #71

EXHIBIT 2 – PROJECT SCHEDULE/PRODUCTION SCHEDULE

(attached hereto)

EXHIBIT 2

MIAMI-DADE FL. RELOCATABLE FIRE STATION PROPOSED PRODUCTION SCHEDULE



Note: This schedule is a representation of the fabrication capacity of EPA. It is subject to adjustment to allow for unforeseen extra lead time on some critical items.



APPENDIX B – PRICE SCHEDULE

Delivered, installed & commissioned price:	\$2,568,813.72 USD
Less Deposit Received:	<\$ 20,000.00 USD>
Net Price:	<u>\$2,548,813.72 USD</u>

Terms and notes to pricing:

- (1) The Contractor acknowledges receipt of a \$20,000.00 deposit that has been paid by the County prior to and as of the effective date of the Contract.
- (2) Within thirty (30) days of the issuance of a purchase order for the Relocatable Fire Station, the County shall pay Contractor \$764,644.12.
- (3) Within thirty (30) days of the completion of the structural framing by the Contractor of the Relocatable Fire Station (as confirmed by photos, videos and/or in-person inspection by the County or its representatives (expected week 22 of the Project Schedule Exhibit 2), the County shall pay the Contractor \$764,644.12.
- (4) Within thirty (30) days of the completion of the assembly and manufacture by the Contractor of the Relocatable Fire Station (as confirmed by an in-person inspection by the County or its representatives at week 32 of the Project Schedule Exhibit 2) and prior to the shipment thereof to the Site, the County shall pay the Contractor \$764,644.12.
- (5) Within thirty (30) days of the completion of the installation and commissioning of the Relocatable Fire Station and confirmation thereof by the County in accordance with Appendix A, the County shall pay the Contractor the remaining balance on the Contract or \$254,881.36
- (6) The total Net Price identified above is inclusive of all labor, materials, suppliers, subcontractors, equipment and equipment rental, travel, shipping and any and all other costs necessary to undertake the design, engineering, fabrication, manufacture, transport, delivery, installation and commissioning of a Turnkey Relocatable Fire Station to the County at the Site in accordance with the terms and conditions of this Contract and no additional sums shall be due and owing to the Contractor.

APPENDIX C – SUBCONTRACTOR LIST

Company Name	Address	Discipline
Banda Electrical	1220 31 Ave N, Lethbridge, AB T1H 5J8	Electrical
Tech Canada	4865 35A Street SE, Calgary AB, T2B 3M7	Electrical
Airtech	451 - 39th Street North, Lethbridge, AB - T1H 5T2	Mechanical/HVAC
Tech Canada	4865 35A Street SE, Calgary AB, T2B 3M7	Mechanical/HVAC
Top Notch	#7 525 39 St. N, Lethbridge, AB T1H 5B8	Mechanical/HVAC
Top Notch	#7 525 39 St. N, Lethbridge, AB T1H 5B8	Mechanical/Plumbing
Tech Canada	4865 35A Street SE, Calgary AB, T2B 3M7	Mechanical/Plumbing
Flodraulic	12138 40 Street SE, Calgary, AB T2Z 4K6	Hydraulic
Millwork Innovation	3320 18 Ave N, Lethbridge, AB T1H 5J3	Interiors walls/Kitchen
Falk Built	Unit 2, 4100 - 106 Ave. SE, Calgary, AB T2C 5B6	Interiors walls
Sunny South Insulators	PO Box 1387, Coaldale AB, T1M 1N2	Sprayfoam insulation
Fire Safety Services LTD.	206 31st Street North, Lethbridge, AB, T1H 3Z3	Fire Protection
KOST Fire & Safety	677-14th Street S.W. T1A 4V5, Medicine Hat, AB	Fire Protection