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

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving rejection of all proposals received in response to the request for Design-Build Services for ISD Project No. DB21-MDCR-01; waiving competitive bidding requirements of, section 5.03(D) of the Home Rule Charter, section 2-8.1(b) of the County Code, and section 255.20(1)(c)(10)(b)(II), Florida Statutes, by a two-thirds vote of the full Board membership and awarding Design-Build Contract to OHLA Building, Inc. in an amount not to exceed $228,733,431.13; and authorizing the County Mayor to execute the Design-Build Contract and exercise all provisions contained therein, including termination provisions

Resolution No. R-540-24

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Design-Build Services for MDCR Master Plan Replacement Jail – Site 1 Training &Treatment Center (TTC) Rejection of all Proposals (Project No DB21-MDCR-01) and Contract Award Recommendation to OHLA Building, Inc.

Executive Summary

The purpose of this item is to seek approval from the Board of County Commissioners (Board) for a rejection of all proposals received in response to a competitive solicitation for design-build services and approval of award of a competitive bid waiver contract in the amount of $228,733,431.13 to OHLA Building, Inc., (OHLA), the highest ranked proposer in said competitive solicitation, for the design and construction of the Miami-Dade Corrections and Rehabilitation Department (MDCR) Master Plan Replacement Jail – Site 1, Training and Treatment Center (TTC) incorporating contract terms to address compensation for unexpected escalation of construction costs experienced in the industry post the COVID-19 pandemic.

MDCR operates the largest jail system in the state of Florida, with an average daily population (ADP) of 4,600 inmates housed in four detention facilities: Metro West Detention Center (MWDC), Turner Guilford Knight Correctional Center (TGK), Pre-Trial Detention Center (PTDC), and the Boot Camp Program (BCP). Additionally, MDCR's TTC, built in 1951, was closed in 2016. The facilities, all built between 1951 and 1991, require significant improvements to address not only the aging infrastructure, but also to meet modern standards for inmate medical and mental health care, suicide prevention, and rehabilitative programs. MDCR developed a plan to address its infrastructure needs and replace its aging facilities. The Board of County Commissioners accepted the plan identified in the report, entitled *Review of Miami-Dade County's Need for a Replacement Detention Facility and Recommended Funding Model, Response to Resolution No. R-1295-18*, outlining the replacement jail center design concept and funding model.

Based on this report, the Master Plan Replacement Jail Project was developed comprising two distinct phases on two separate sites. This project, identified as Site 1, will be developed on the TTC location which requires significant improvements to address not only the aging infrastructure, but also to meet modern standards for inmate medical and mental health care, suicide prevention, and rehabilitative programs. Site 1 provides for the design and construction of a new Central Intake and Release Center (IRC), administrative offices, warehouse space, and a parking garage, and will provide MDCR with a permanent Headquarters, warehouse space, and more functional intake and release area. The project also incorporates four courtrooms and office space for the judiciary and criminal justice partners in the Eleventh Judicial Circuit of Florida. The Site 2 project provides for the design and construction of a 2000-bed replacement jail for the PTDC adjacent to the MWDC and will be brought to the Board for approval at a later time.

Although this item seeks approval of the Design-Build Agreement as a bid waiver, the selection process resulting in this recommendation commenced in accordance with the competitive selection requirements set forth in Section 5.03 (D) of the Home Rule Charter ("Charter"), Section 2-8-.1 of the Code of Miami-Dade County ("Code") and Section 255.20, Florida Statutes, pertaining to procurement contracts for public construction works.

During the competitive selection process of the Master Plan Replacement Jail – Site 1 the highest-ranked firm, OHLA, was selected to initiate negotiations. During negotiations, the construction industry experienced significant escalations in the cost of labor, equipment, and materials. To account for industry-wide inflationary pressures, a one-time adjustment clause based on the United States

Department of Labor (USDOL) monthly Producer Price Index (PPI) value at the time of Step 2 Submittal (February 2022) to the Notice to Proceed Date. was incorporated into the Design-Build Agreement. Using the PPI as a basis for adjustment is commonly utilized by the Florida Department of Transportation and other governmental agencies. Moving forward, the County will include escalation provisions in future design-build solicitations where applicable. The provision is not anticipated to impact the ranking of participating firms as it addresses an industry-wide issue. Nonetheless, the provision is a material change to the advertised contract and therefore, necessitates the approval of the final Design-Build Agreement as a bid waiver.

Recommendation

It is recommended that the Board:

1) Approve the rejection of all proposals received in response to the Request for Design-Build Services (RDBS) for the MDCR Master Plan Replacement Jail Site 1. Project No DB21-MDCR-01, Contract No. XXXXXXX.
2) Find that it is in the best interest of the County to waive competitive bidding pursuant to Sections 5.03(D) of the Charter, Section 2-8.1(b) of the Code, and Florida Statutes Section 255.20(1)(c)(10) subsection (b)(II) by a two-thirds vote of the full Board membership and award the Design-Build Services for MDCR Master Plan Replacement Jail – Site1 TTC/Training & Treatment Center ISD Project No DB21-MDCR-01 agreement to OHLA Building, Inc. in an amount not to exceed $228,733,431.13.
3) Authorize the County Mayor or County Mayor's designee to (a) execute the Design Build Agreement and (b) enforce all provisions contained in the contract authorized herein.

Delegation of Authority

The resolution authorizes the County Mayor or County Mayor's designee to execute the contract and exercise the provisions therein, including the termination provisions.

Scope

PROJECT NAME:	Master Plan Replacement Jail – Site 1
PROJECT NUMBER:	2021-001
CONTRACT NUMBER:	DB21-MDCR-01
PROJECT DESCRIPTION:	The scope of services to be provided by the selected Design-Builder includes all design, materials and construction for Site 1 of the Master Plan Replacement Jail. Site 1 will be a Central Intake in the existing site of Training and Treatment Center. Scope of work for Site 1 includes the preparation of Schematic Design/Construction Documents based on suggested layout plans and the design criteria document as prepared by Perez and Perez Architects Planners, Inc. The Design/Build firm shall design and construct the project more particularly described as follows: 1) Approximate 100,000 SQ FT to house the new Central Intake and Release Building including 4 courtrooms. 2) Approximate 120,000 SQ FT of office space to house MDCR Headquarters. 3) Approximate 20,000 SQ Ft of Warehouse space. The total constructed area, fully air conditioned, and made of reinforced masonry/concrete block structure (CBS) or other materials and methods meeting the requirements of Miami-Dade County. The proposed D/B team solution shall contain at a

minimum space to properly conduct the following activities: 1) All intake activities involved in initially receiving arrestees from the field or inmates from court or other facilities. 2) All intake activities involved in admitting arrestees or processing arrestees before they are moved to a housing unit. 3) All activities involved in releasing arrestees or inmates from either the receiving area or a housing unit. 4) Space for four (4) Courtrooms. 5) Office Space to house MDCR Headquarters. 6) Circulation Self Checking Area, Multi-use Meeting Room, Staff Offices, Workroom, Staff toilet room, Receiving, Mechanical spaces as required. In addition, the existing site will be reconfigured to accommodate illuminated asphalt lots and a 3-story parking garage to be constructed in the adjacent open area of the Facility within the boundary of the existing perimeter road. The parking lot shall be accessible from NW 41st Street and include a minimum of two (2) vehicular/pedestrian access/egress points and per zoning code provide regular parking spaces and a minimum of (3) accessible parking spaces or as required to meet the design proposal needs and include accessible walkways between new building and existing facilities; include appropriate landscaping, specified perimeter hardening and security measures. The selected Design-Builder shall also be responsible for providing a detailed cost estimate, and for incorporating Leadership in Energy and Environmental Design (LEED) approved green building practices. Pursuant to County Implementing Order No 8-8 "Sustainable Building Program", all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System. The participation of experienced LEED AP professionals is required to achieve optimum results in the application of said practices. The project includes providing all labor, materials, equipment, services and incidentals necessary to prepare the site to buildable condition and any supportive tasks ancillary to the primary scope of services as described in the Design Criteria Package and the RDBS documents. This building shall meet minimum design and construction standards required by this Request For Design-Build Services (RDBS), Miami Dade County zoning requirements, Miami-Dade County Government Facilities approval, the Florida Accessibility Code (ADA), the Florida Building Code (FBC), the National Fire Protection Association (NFPA), Fire Safety Code, LEED for New Construction, Silver Certification, Miami-Dade Department of Transportation and Public Works, Miami Dade County Public Works, Department of Regulatory and Economic Resources/Environmental Resources Management (RER/ERM), Chapters 8C, 18A and 33 of the Code of Miami-Dade, including any zoning hearings and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, construction and occupancy of the facility. It will be the architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the project. The

facility shall provide staff and occupants a safe and comfortable environment.

PROJECT LOCATION:	6950 NW 41st Street, Miami FL 33166
PRIMARY COMMISSION DISTRICT:	District 6 - Kevin Marino Cabrera
APPROVAL PATH:	Board of County Commissioners
MANAGING DEPARTMENT:	Miami Dade Corrections and Rehabilitation
USING DEPARTMENT:	Miami Dade Corrections and Rehabilitation

Fiscal Impact/Funding Source :

FUNDING SOURCES:	The work resulting from this Design-Build contract will be funded by BBC GOB and Future Financing	
	BBC GOB Financing	$ 30,000,000.00
	Future Financing	$417,583,000.00
	Total Funding:	**$447,583,000.00**
OPERATIONS COST IMPACT/FUNDING	Not available	
MAINTENANCE COST IMPACT/FUNDING:	Not available	
LIFE EXPECTANCY OF ASSET:	50-60 years	
PTP FUNDING:	No	
GOB FUNDING:	BBC-GOB Project No. 365 – Detention Facilities – Infrastructure Repairs and Renovations	

CAPITAL BUDGET PROJECTS:	**CAPITAL BUDGET PROJECT DESCRIPTION**	**AMOUNT**
	#505680 Construct a replacement detention facility to improve inmate housing condition.	
	Capital Budget Project total (Site 1 and Site 2)	**$447,583.000**

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

14.00 Architecture (Lead A/E)
18.00 Architectural Construction Management (Lead A/E)
8.00 Telecommunications Systems
10.05 Contamination Assessment and Monitoring
11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management

20.00 Landscape Architecture

SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO.8-8)	Did the Request for Design-Build Services contain specific language requiring compliance with the Sustainable Building Ordinance? YES
SEA LEVEL RISE (Ord. NO.14-79)	The impact of sea level rise was considered as part of the design criteria package.
NO. VENDORS ISSUED ADVERTISEMENT:	1189
PROPOSALS RECEIVED:	STEP 1: Two proposals were received and both proposers were invited to the Step 2 STEP 2: Two proposals were received from invited proposers.
ESTIMATED ORIGINAL CONTRACT PERIOD:	1825 calendar days
CONTINGENCY PERIOD:	182 calendar days
IG FEE INCLUDED IN BASE CONTRACT:	NO
ART IN PUBLIC PLACES:	YES
BASE ESTIMATE:	**$120,000,000.00** (Design $8,000,000.00 and Construction $100,000,000.00)
BASE CONTRACT AMOUNT:	**$184,014,162.00** (Design $15,701,369.00 and Construction $168,312,793.00)

	TYPE	**PERCENT**	**AMOUNT**	**COMMENT**
CONTIGENCY ALLOWANCE (SECTION 2-8-1 CODE OF MIAMI0DADE COUNTY)	Design-Build	10% (Design)	$1,570,136.90	
	Design-Build	5% (Construction)	$8,415,639.65	
DEDICATED ALLOWANCE:			$1,300,000.00	
DEDICATED ALLOWANCE/ PERMIT FEES:		3%	$5,049,383.79	3% of Construction Costs
DEDICATED ALLOWANCE REIMBURASABLE EXPENSES		0.066%	$130,000.00	0.066% of Construction, Design and Contingency
TOTAL DEDICATED ALLOWANCE			**$16,465,160.34**	

ART IN PUBLIC PLACES (AIPP)	1.5%	**$3,007,189.84**	
TOTAL CONTRACT AMOUNT:		**$203,486,512.18**	
APPROVED ESCALATION	**15%**	**$25,246,918.95**	15% of Construction Cost Escalation (one time only)
TOTAL AWARD AMOUNT		**$228,733,431.13**	

Track Record/Monitor

SBD HISTORY OF VIOLATION	OHLA Building Inc. is eligible to receive this award. OHLA's Compliance with the SBE goals applied to DB21-MDCR-01 will be determined upon confirmation of final payments to all subcontractors.
EXPLANATION:	Due diligence was performed by MDCR Construction Management Division in accordance with Resolution No. R-187-12, Resolution No R-1181-18, and Procurement Guidelines, to determine the Contractor's responsibility, including verifying corporate status, performance, safety records (including Occupational Safety and Health Administration (OSHA) records), and compliance data. The lists that were reviewed include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, SBD violations report. The safety records for OHLA (none are available for first-tier subcontractors at this time) for the last three years were also reviewed.
	Exhibit A - Negotiation Authorization
SUBMITTAL DATE:	Step 1: 04/15/2021 Step 2: 02/04/2022
ESTIMATED NOTICE TO PROCEED:	Within 30 days of Contract execution
PRIME CONTRACTOR:	OHLA Building, Inc.
PRIME CONSULTANT:	CGL Companies, LLC.
COMPANY PRINCIPAL:	Daniel Ruiz
COMPANY QUALIFIER:	Francisco J Chang
COMPANY EMAIL	Frank.Chang@ohla-usa.com
COMPANY STREET ADDRESS	9675 Northwest 117th Avenue Suite 108
COMPANY CITY- STATE ZIP:	Miami, FL 33178
YEARS IN BUSINESS:	28

SUBCONSULTANTS:	CGL Companies, LLC. Gurri Matute PA. Louis J Aguirre & Associates Inc. BND Engineers Inc. Douglas Wood Associates Inc. Curtis & Rogers Design Studio Inc. Sequil Systems Inc. HDR Architecture Inc. CML Security LLC. D Stephenson Construction Inc. IMR Development Corp.
MINIMUM QUALIFICATIOS EXCEED LEGAL REQUIREMENTS:	Yes It is highly preferred that the Design-Builder demonstrates its project team experience by presenting the qualifications and capabilities of each design-build team member firms as follows: 1) Lead A&E consultant is preferred to demonstrate experience in designing Correctional Facilities, or similar type facility(ies) (i.e., similar programmatic complexity, use and value) for the U.S Government, state agency or local municipality in the past seven years. 2) The A&E consultant certified in Technical Category 11.00 – General Structural Engineering will be required to have a Threshold Inspector. The Independent threshold inspector must be in compliance with the project certification requirements (code 11). 3) The A&E (Lead A&E and/or subconsultants) should include a LEED-AP professional in order to achieve optimum results in the application of LEED-related practices. 4) The Construction Manager (CM) is preferred to demonstrate experience in managing the construction of Correctional Facilities, or similar type facility(ies) (i.e., similar programmatic complexity, use and value) for the U.S. Government, state agency or local municipality in the past ten years, and should demonstrate verifiable CM/PM qualifications and experience with the successful construction through completion. 5) The Prime Contractor should be a LEED-AP, or have a LEED-AP Consultant on staff during the entire construction phase, who can demonstrate experience in the LEED certification process of at least (1) facility completed or one (1) facility under construction, which is registered with the United States Green Building Council (USGBC) to pursue a minimum of Silver LEED-certified rating.
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes

REVIEW COMMITTEE
SIGNOFF DATE: 01/22/2021

APPLICABLE WAGES: RESOLUTION NO. R-54-10)	Yes			
REVIEW COMMITTEE\ ASSIGNED CONTRACT MEASURES:	**TYPE**	**GOAL**	**ESTIMATED VALUE**	**COMMENT**
	SBE-A&E	18%	$2,826,246.42	I.O.3-32
	SBE-Const	14%	$23,563,791.02	I.O.3-32
MANDATORY CLEARING HOUSE:	Yes			
CONTRACT MANAGER NAME	Eduardo Villavicencio			
PHONE/EMAIL:	(786) 263-6229		Eduardo.Villavicencio@miamidade.gov	
PROJECT MANAGER NAME	Eugenio Raposo			
PHONE/EMAIL:	(786) 263-6407		Eugenio.Raposo@miamidade.gov	

Background

The County will build two modern humane facilities, one Central Intake in the existing site of TTC, and a second one to be a new complex at Metro West Detention Center (next to the existing Facility) that will house no more than 2,000 people in total—This is part of a once in many generations opportunity to build a more humane justice system that includes facilities grounded in dignity and respect, offering better connections to and space for families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. The facilities must provide for effective and tailored programming, appropriate housing for those with medical, behavioral, and mental health needs, and an opportunity for a more stable reentry into the community.

The new facilities must realize these values through innovative and high-quality design that will foster safety and wellbeing through normalized environments for all those who interact with the facilities. Such high-quality design practices must also provide for the new facilities to be built efficiently and cost-effectively to achieve the County's functional objectives and do so as expeditiously as possible in order to meet the County's goal of closing Pre-Trial Detention Center and Training and Treatment Center as soon as possible.

PTDC currently requires an estimated $30 million to address significant life safety and structural integrity issues and to bring the facility into compliance with the 40, 50, and 60-year recertification requirements. Although the funding is available through voter-approved Building Better Communities – General Obligation Bond Project No. 195, the current capital plan is solely intended to maintain the facility in a safe condition for continued occupancy and does not address important concerns related to an antiquated design and poor environment for both inmates and staff. In addition to replacing PTDC, MDCR requires a permanent Headquarters and warehouse space and a more functional central intake and release center.

In addition to the costly capital investment needed to sustain the County's aged jail facilities, annual operating costs continue to grow as the Department strives to meet the provisions of the U.S. Department of Justice Settlement and Consent Agreements and a changing philosophy of inmate treatment and care in the Corrections field. The newer standards of inmate management require enhanced supervision, improved medical and mental health services, and better access to programs, all of which are negatively impacted by the functional deficiencies and limitations of the current

facilities. Although PTDC presents the greatest challenge, additional staffing is required at all facilities, to some extent, to compensate for these operational deficiencies.

The Department has committed to demolishing the existing TTC Facility and building a new Central Intake, Release, and Administration Building. This project is identified as Site 1 of a Master Plan Replacement Jail Project. These facilities must be beacons of high-quality civic architecture that integrate into the immediate neighborhood context and are assets to all Miamians. Miami Dade Corrections and Rehabilitations is looking to use a collaborative design-build approach for these projects.

The County is seeking to create buildings that are equal in ambition to the transformational changes that have taken place and continue to unfold in the County's criminal justice system. The County's new jails must be civic assets, valuable to the communities within which they will be located and to the people who are incarcerated, work, and visit them. The buildings will offer an aspirational model of how to use detention—sparingly, with a focus on the specific characteristics of detained populations and their needs and shaped by principles of procedural justice—to achieve a safer and fairer city.

A Request for Design-Build Services (RDBS), was advertised under full and open competition on February 17, 2021, two proposals were received for Step 1: "Evaluation of Qualifications," through BidSync. The Competitive Selection Committee (CSC) appointed by the County Mayor reviewed and ranked the proposals at the Step 1 meeting held on- September 10, 2021. All two firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order 3-34 and Administrative Order 3-39. The CSC decided to have the following firms advance to Step 2: OHLA Building Inc. and SUFFOLK. Both advancing firms were issued the Design Criteria Documents to work on technical and price proposals.

On February 4, 2022, two Step 2 technical and price proposals were received from both advancing firms. The Competitive Selection Committee ranked OHLA highest.

As a result of this evaluation meeting, OHLA Building, Inc. was selected to move to negotiations with the highest ranked technical and price proposal. Price escalation rendered the proposals submitted during the competitive process obsolete. Therefore, it is recommended that the Board approve the rejection of all proposals received in response to the competitive solicitation. The Negotiation Committee met 10 times, which were resumed on July 11, 2023, in accordance with Section 2-10.4(6) of the code. The Negotiation Committee accepted the Design-Builder's lump sum base price of **$184,014,162.00,** not including contingencies and allowance for the project. The Negotiating Committee negotiated a one-time cost adjustment with OHLA based on the United States Department of Labor (USDOL) monthly Producer Price Index (PPI) value from the time of the Step 2 Submittal (February 2022) to the Notice to Proceed Date to account for the COVID-19 pandemic impacts to the supply chain and material shortages causing material costs increases, increasing fuel costs and labor shortages. The one-time escalation clause was accepted by the Negotiation Committee. The agreement potentially increases the contract in an amount not to exceed 15% of the contract or **$25,246,918.95**. However, such adjustment will be distributed throughout the course of the project via a payment schedule in proportion to the percentage of completion.

The selection process adhered to the contracting requirements within Section 2-8.1 of the County Code as well as provisions in Florida Statutes Section 255.20 pertaining to procurement of contracts for public construction works. In an effort to account for inflationary pressures and meet grant agreement performance obligations, a provision for a one-time adjustment clause is included. The provision is not anticipated to impact the ranking of participating firms as it addresses an industry-wide issue. Nonetheless, the provision is a material change to the advertised contract and therefore, necessitates the approval of the final Design-Build Agreement as a bid waiver.

The recommended award complies with procurement requirements in Florida Statues Section 255.20(1)(c)(10), subsection (b)(II) because as certified by the design criteria consultant the time to

competitively award the project will materially increase the cost of the project, or create an undue hardship on the public health, safety, or welfare. Therefore, it is in the best interest of the County to waive the competitive bidding requirements of section 2-8.1 of the County Code and Florida Statutes 255.20 by a two-thirds vote of the Board membership.

Furthermore, the provisions of Section 255.20, Florida Statutes, provide that this recommendation requires that a published notice must be made 14 days prior to the date of the public meeting where final action is taken and that in the event a project is to be awarded by a method other than a competitive selection, the architect or engineer of record must provide a written recommendation that the project be awarded to the private sector contractor without competitive selection. A sample copy of the 14-day notice is attached to this item as Exhibit Y. The public meeting date in the 14-day notice will be updated upon Committee approval.

Pursuant to Section 255.20(1)(c)(10)(d), Florida Statutes, Perez and Perez Architects Planners, Inc. (Perez and Perez), the designated Design Criteria Professional, agrees that OHLA's negotiated pricing is fair and reasonable. Perez and Perez has provided a written narrative summarizing the escalations (see Attachment 1) for the Site 1 TTC. Due to current market conditions impacting construction prices, Perez and Perez believes that failure to award the negotiated Design-Build Agreement to OHLA, and pursuing a new competitive procurement will result in a higher price and delayed Project schedule.

Therefore, it is in the best interest of the County to award the Design-Build Agreement to OHLA without additional competitive selection to keep the project's cost without substantial increase. This action will also maximize the County's ability to meet the DOJ-mandated conditions of confinement without significant delays.



James Reyes
Chief of Public Safety

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
✓	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ✓, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)
6-18-24

RESOLUTION NO. R-540-24

RESOLUTION APPROVING REJECTION OF ALL PROPOSALS RECEIVED IN RESPONSE TO THE REQUEST FOR DESIGN-BUILD SERVICES FOR ISD PROJECT NO. DB21-MDCR-01; WAIVING COMPETITIVE BIDDING REQUIREMENTS OF , SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1(B) OF THE COUNTY CODE, AND SECTION 255.20(1)(C)(10)(B)(II), FLORIDA STATUTES, BY A TWO-THIRDS VOTE OF THE FULL BOARD MEMBERSHIP AND AWARDING DESIGN-BUILD CONTRACT TO OHLA BUILDING, INC. IN AN AMOUNT NOT TO EXCEED $228,733,431.13; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DESIGN BUILD CONTRACT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum which is incorporated herein,

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

Section 1. Approves the rejection of all proposals received in response to the request for Design-Build Services for the Design Build Services for MDCR Master Plan Replacement Jail – Site 1. ISD Project No DB21-MDCR-01. A copy of the solicitation document and the proposals received are on file with and available upon request from the Strategic Procurement Department.

Section 2. Waives the competitive bidding requirements of section 5.03(D) of the Home Rule Charter, section 2-8.1 (b) of the County Code, and section 255.20 of the Florida Statutes, in the best interests of the County, by a two-thirds vote of the full Board membership and awards a Design-Build contract to OHLA Building, Inc. in an amount not to exceed $228,733,431.13.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Design-Build contract, attached hereto as Attachment 2 and made a part hereof, with OHLA Building Inc. and exercise all provisions contained therein including termination provisions.

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

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**absent**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of June, 2024. 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

JUAN FERNANDEZ BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

PEREZ & PEREZ
ARCHITECTS PLANNERS

Memorandum

To: Eddy Villavicencio, Chief, Construction Management Division, Miami-Dade Corrections & Rehabilitation Department

CC: Eugenio Raposo/MDCR, Ben Melendez/P&P, File

From: Daniel Perez-Zarraga, AIA

Date: August 16th, 2023

Re: **New Miami Dade County Replacement Jail Site 1**
OHL, USA - Award Recommendation
RDBS/ Request for Design Build Services
Bid Waiver

Summary
Perez & Perez Architects Planners, Inc. as the Design Criteria Professional on behalf of the MDCR/Miami Dade County Corrections & Rehabilitation Department hereby recommends the approval of the Design-Build Agreement as a Bid Waiver, adhering to an ISD selection process resulting in this recommendation in accordance with the competitive selection requirements set forth in Section 5.03 (D) of the Home Rule Charter ("Charter"), Section 2-8-.1 of the Code of Miami-Dade County ("Code") and Section 255.20, Florida Statutes, pertaining to procurement contracts for public construction works.

RDBS Analysis & Bid Waiver Recommendation
Based on the Miami-Dade County model for procurement of the Replacement Jail - Site 1 under a Design/Build delivery model; the RDBS becomes the primary indicator and vehicle towards a selection of a Design/Construction team of professionals whose technical, and construction expertise will indicate the highest and best value to the County, to this end, P&P has provided to MDCR in its analysis an evaluation of the Solicitation submittals.

Upon the completion of Step 2 of the RDBS phase, Perez & Perez Architects Planners, Inc, the DCP/Owners Representative, provided to the MDCR, consultation services which reviewed, analyzed and recommended the best solicitation response for the chosen delivery model. These services provided for a parametric evaluation of the Proposals to ensure the compliance of the Design Criteria Package, schedule implications, costing analysis, and lifecycle impacts.

During the competitive selection process of the Master Plan Replacement Jail - Site 1, the highest ranked firm, OHLA USA. was recommended to initiate negotiations and during negotiations, the construction industry experienced significant escalations in the cost of labor, equipment and materials. To account for industry-wide inflationary pressures, a onetime adjustment clause based on the United States Department of Labor (USDOL) monthly Producer Price Index (PPI) value at the time of Step 2 Submittal (February 2022) was granted to extend until the Notice to Proceed date. Such adjustment shall not exceed 15% and it is not anticipated to impact the ranking of the participating firms, as it addresses an industry-wide issue. The provision is a material change to the advertised RDBS and therefore, necessitates the approval of the final Design-Build Agreement as a Bid Waiver.

2121 Douglas Road Miami Florida 33145 Phone 305-444-4545 www.perezperez.com

Award Recommendation

As the DCP and the MDCR Owners Representative during the RDBS/Step 1 & Step 2 selection process, we have considered and recommend the rejection of all proposals received in response to the Request for Design-Build Services (RDBS) for the MDCR Master Plan Replacement Jail Site 1. Project No DB21-MDCR-01. The additional time to competitively bid and award the project will materially increase the cost of the project, and or create an undue hardship on the public health, safety or welfare.

Perez & Perez Architects Planners Inc. herein states that it is in the best interest of Miami-Dade County to waive competitive bidding and approve, by a two-thirds vote of the Full BCC membership, and pursuant to Sections 5.03 (D) of the Charter, Section 2-8-.1 (b) of the Code, and Section 255.20(1)(c)(10), a Bid Waiver of competitive bidding and award of the Design-Build Services for MDCR Master Plan Replacement Jail – Site1 TTC/Training & Treatment Center ISD Project No DB21-MDCR-01 agreement to OHLA USA, in the amount of $228,733,431.13.

Respectfully submitted and recommended,



Daniel Perez-Zarraga, AIA
President/Principal
Perez & Perez Architects Panners, Inc.

DESIGN-BUILD CONTRACT

DESIGN-BUILD SERVICES FOR THE MDCR MASTER PLAN

REPLACEMENT JAIL SITE 1 TRAINING AND TREATMENT CENTER

PROJECT NO.: 2021-001

CONTRACT NO.: DB21-MDCR-01

DESIGN-BUILD CONTRACT

Made as of the _____ day of _____ in the year 2023.

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

And the DESIGN-BUILDER:

Name:	OHLA Building, Inc.
FEIN:	65-0584540
Address:	9675 Northwest 117th Avenue Suite 108 Miami, Florida 33178
Phone Number:	(786) 418-3348
Email Address:	Frank.Chang@ohla-usa.com

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

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

DESIGN-SERVICES CONTRACT
TABLE OF CONTENTS

EXHIBITS 6
AFFIDAVITS 6
ARTICLE 1 ABBREVIATIONS AND DEFINITIONS 7
ARTICLE 2 INTERPRETATION 17
2.1 General 17
2.2 Order of Precedence (descending order) 17
2.3 "As Indicated", "As detailed" 18
2.4 References to Articles or Sections: 18
2.5 Effects of Heading 18
2.6 Referenced Standards 18
2.7 Conformity to Laws and Regulations 18
2.8 Interpretation of Words and Standards 19
2.9 Site Inspections and Verification of Governing Dimensions: 19
2.10 Errors, Inconsistencies and Omissions: 19
2.11 Differences in Small and Large Scale Drawings 19
2.12 Reference Documents Available at the site 19
2.13 Organization of Contract Documents 20
2.14 No Deviation from Contract Documents 20
2.15 Requests for Information (RFIs) 20
2.16 Severability: 20
ARTICLE 3 INTENTION OF THE COUNTY 20
ARTICLE 4 SCOPE OF WORK 20
ARTICLE 5 COMPLETION DATE AND LIQUIDATED DAMAGES 22
ARTICLE 6 BASIS FOR COMPENSATION 23
6.1 Basis for Compensation 23
ARTICLE 7 SUPERINTENDENCE AND SUPERVISION 25
7.1 Supervision During Prosecution of the Work: 25
7.2 During Design 25
7.3 During Construction 26
ARTICLE 8 RESPONSIBILITIES OF THE DESIGN-BUILDER 26
ARTICLE 9 SUBCONSULTANTS 29
ARTICLE 10 SUBCONTRACTORS 30
ARTICLE 11 DESIGN DEVELOPMENT 31
11.1 Design Reviews and County's Right to Approve 31
11.2 Renderings 35
11.3 No Payment to Correct Defective Plans 35
11.4 County's Ownership of Documents 35
11.5 Reuse of Plans and Specifications 35
11.6 Errors and Omissions: 36
ARTICLE 12 PROSECUTION OF THE WORK 36
12.1 Workmanship and Unauthorized Work 36

12.2 Material 39
12.3 Methods of Sampling and Testing 41
12.4 Meetings 42
12.5 Permits and Compliance with Laws 42
12.6 Coordination and Access 43
12.7 Rights in Land and Improvements 44
12.8 Interference with Existing Utilities 44
12.9 Protection of Existing Facilities, Vegetation, Structures Utilities and Improv 45
12.10 Damage to the Work and Responsibility for Materials 46
12.11 Emergencies 47
12.12 Accident Prevention 47
12.13 Warranty of Work 48
12.14 Environmental 49
12.15 Hazardous Conditions 49
ARTICLE 13 CONTRACT TIME 50
13.1 Notice to Proceed 50
13.2 Schedules 50
13.3 Extension of Time and Classification of Types of Delays 51
13.4 Substantial Completion and Final Acceptance 55
13.5 Use and Possession 56
13.6 Liquidated Damages and Liquidated Indirect Costs 57
ARTICLE 14 PAYMENTS 58
14.1 Payments 58
14.2 Taxes 63
14.3 Payments to Subcontractors and Suppliers 63
14.4 Contract Prices – Bid Form or Schedule of Values (SOV) 63
14.5 Final Payment 64
ARTICLE 15 CHANGES 67
15.1 Changes 67
15.2 Allowance Accounts 68
15.3 Deletion or Addition of Work 69
15.4 Increased or Decreased Quantities (Unit Prices) 70
15.5 Extra Work 70
15.6 Differing Site Conditions 72
15.7 Force Account 73
15.8 Design-Builder Proposals – General 75
15.9 Value Engineering Change Proposals 75
ARTICLE 16 CLAIMS AND DISPUTES 77
16.1 Notice of Claims 77
16.2 Claims Submittals 78
16.3 Disputes 80

16.4 Termination 82
ARTICLE 17 PROJECT SCHEDULE 87
17.1 Project Schedule 87
17.2 Mobilization and Engineering Project Schedule 87
17.3 Baseline Schedule 87
17.4 Preparation of Baseline Schedule 88
ARTICLE 18 MISCELLANEOUS PROVISIONS 90
18.1 Third Party Beneficiary 90
18.2 Venue 90
18.3 Governing Laws 90
18.4 Successors and Assigns 94
18.5 Written Notice 95
18.6 Indemnification 95
18.7 Audit Rights 95
18.8 Office of the Inspector General and Independent Private Sector 96
18.9 Payment and Performance Bond 98
18.10 Insurance 99
18.11 Gratuities and Conflict of Interest 101
18.12 Rights in Shop Drawings 102
18.13 Plans and Working Drawings 102
18.14 Record Drawings 102
18.15 Patent and Copyright 103
18.16 Historical, Scientific and Archaeological Discoveries 104
18.17 Use of County's Name in Design-Builder Advertising or Public Relations 104
18.18 Ordinance 94-73 - Value Analysis and Life Cycle Costing 104
18.19 Datum 104
18.20 Art In Public Places 104
18.21 Cleaning and Removal of Equipment 106
18.22 Rights of Various Interests 106
18.23 Sovereignty 106
18.24 No Contingent Fee 107
18.25 All Prior Agreements Superseded 108
18.26 Truth-in-Negotiation Certificate 108
18.27 Condition Precedent to Agreement 108
18.28 Design Builders Environmental History in Procurement 108
18.29 Joint Preparation 109
18.30 Counterparts 109
18.31 Waiver 109
18.32 Survival 109
18.33 Entirety of Agreement 109

18.34 Remedies 109
ARTICLE 19 COUNTY'S RESPONSIBILITIES 109
19.1 Information Furnished 109
19.2 Project Management: 110
ARTICLE 20 REPRESENTATIVE OF County AND DESIGN-BUILDER 110
20.1 Representative of County and Design-Builder 110
20.2 Notices 111
ARTICLE 21 SITE ACCESS AND OCCUPATION OF WORK SITE 111
ARTICLE 22 COUNTY SMALL BUSINESS PROGRAMS 112
ARTICLE 23 SIGNATURES 113

EXHIBITS

EXHIBIT “A”	Project Schedules; Mobilization & Engineering Schedule, and Initial Baseline Project Schedule
EXHIBIT “B”	Letters of Agreement and Schedules of Participation
EXHIBIT “C”	Contract Schedule of Values
EXHIBIT “D”	Performance and Payment Bonds
EXHIBIT “E”	Fair Subcontracting Policies ISD Form No. 9
EXHIBIT “F”	Subcontractor/Supplier Listing ISD Form No. 7
EXHIBIT “G”	Affidavit of Partial Release
EXHIBIT “H”	Affidavit of Final Release
EXHIBIT “I”	Certification of the Design-Builder
EXHIBIT “J”	Force Account
EXHIBIT “K”	Subcontractor Payment Report
EXHIBIT “L”	Certificate of Substantial Completion
EXHIBIT “M”	Certificate of Final Completion
EXHIBIT “N”	Design-Builder Release
EXHIBIT “O”	Agreement on Final Quantities and Amounts
EXHIBIT “P”	Final Affidavit
EXHIBIT “Q”	Labor Standards Provisions Final Acceptance
EXHIBIT “R”	Certificate of Subcontractors Status
EXHIBIT “S”	Design Criteria
EXHIBIT “T”	Value Engineering
EXHIBIT “U”	Certificate of Assurance
EXHIBIT “V”	Pay Application Form
EXHIBIT “W”	Pay Application Checklist
EXHIBIT “X”	PO Requisition Form
EXHIBIT “Y”	Notice of Public Meeting

AFFIDAVITS

Vendor Affirmation Affidavit
Collusion Affidavit
Debarment Disclosure
Criminal Record Public Entity Crimes
Design-Builder’s Due Diligence
Responsible Design-Builder
Criminal Record Affidavit
Design Builder Affidavit

ARTICLE 1

ABBREVIATIONS AND DEFINITIONS

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

Whenever the following terms or pronouns in place of them appear in this Design-Build Contract the intent and meaning shall be interpreted as follows:

1.1 ABBREVIATIONS:

EPA	United States Environmental Protection Agency
FDOT	Florida Department of Transportation
DCP	Design Criteria Professional
ISD	Internal Services Department
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
MDC	Miami-Dade County
MDCR	Miami-Dade Corrections and Rehabilitation
MDFR	Miami-Dade Fire Rescue Department
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	United States Dept. of Labor, Occupational Safety and Health Administration; and Occupational Safety and Health Act
FBC	Florida Building Code
SFWMD	South Florida Water Management District
UL	Underwriters' Laboratories, Inc.
USCE	United States Corps of Architect/Engineers
WASD	Miami-Dade Water and Sewer Department

Additional abbreviations may be found on the Contract Drawings.

1.2 DEFINITIONS

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

Adjustment Clause: Mechanism for payment adjustment for the items identified herein and that such adjustment shall be based on the Producer Price Index ("PPI"), as published monthly by the United States Bureau of Labor Statistics ("BLS"). The parties agree that the adjustments authorized herein shall apply only to the line item described on Article 6 Basis for Compensation 6.2. E.

Agreement's effective date: The contract will become effective on the date specified in the Notice to Proceed.

Alignment: Horizontal and vertical location of a track, street and/or highway as described by curves, tangents and elevations.

Applicable Law: any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted,

adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), Section 9-71 through 9-75 of the Code (Sustainable Buildings Program), and all other applicable requirements contained in this Design-Build Contract. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Design-Build Contract are posted on the County's website: "miamidade.gov".

Application for Payment: The Design-Builder invoice and associated documentation required for submittal to the MDCR to request payments due under the Contract in a format acceptable to the MDCR.

Architectural Design Intent (Design Intent): Reflects MDCR's vision and aspiration of the project. Described using plans, elevations, sections, renderings, 3-D models, details, schedules, and specifications accurately reflecting the architectural look, feel, and quality of the project. The sole interpretation of the Design Intent is through the concurrence of the Design Criteria Professional(s) and/or the County.

Architect's Supplemental Instruction: A mechanism by which the County's Representative may request a change that will not affect cost or time.

As-Built Drawings: Drawings produced by the Design-Builder and provided to the Director or the Director's designee as a final record of how the Work was constructed. These As-built Drawings are created from the Design-Builder's "issued for construction" plans and specifications including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the Design-Builder as-built date record of the construction plans and specifications. Such as-built drawings are converted into the Record Documents by the Design-Builder stamped by a Florida Professional Engineer and submitted to the County in accordance with the Contract Documents.

Award: The issuance of a Contract by the County.

Bid Security or Bid Guarantee: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the Design-Builder, as a guarantee that the Design-Builder will enter into a contract with County for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to him.

Board: The Board of County Commissioners of Miami-Dade County, Florida.

Certificate of Final Completion: Certificate issued to the Design-Builder by the County certifying that Final Completion has been achieved in accordance with the definition set forth herein. The form of the Certificate of Final Completion is attached hereto as Exhibit M.

Certificate of Occupancy: Certificate issued by the County official or other government official having jurisdiction after the building official inspects the building or structure and finds no violations of the provisions of applicable codes or other laws that are enforced by the local building official having jurisdiction and that the building or structure can be occupied for its intendent purpose.

Certificate of Substantial Completion: Certificate issued to the Design-Builder by the County certifying that Substantial Completion has been achieved in accordance with the definition set forth herein. The form of the Certificate of Substantial Completion is attached hereto as Exhibit L.

Change Notice: A document issued by the County to the Design-Builder specifying a proposed change to the Contract Documents.

Change Order: A written document issued by the County ordering a change in the contract price or time or a material change in the Work, as determined by the County.

Compensable Delay: The sole delay for which the County shall be required to compensate the Design-Builder is a delay that is caused by hindrances or delays to the extent caused by the bad faith, fraud, or active interference of the County or its agents or hazardous conditions caused by the County or its agents during the course of the Project. Any Compensable Delay, preserved in accordance with Article 13 of the Contract, shall be compensated at the Liquidated Indirect Costs Rate.

Construction Management Services: The Construction Management Team of the County is responsible for contract administration, construction management and field inspection services that will include, but are not limited to: construction administration activities during the design, permitting and construction phases of the Design-Build Contract, daily on-site inspections, maintaining daily progress log(s); coordinating weekly status meetings, reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders, reviewing and accepting as-built drawings; utilizing the MDCR's project control system to track all documents and activities, interface with the Design-Build Criteria Professional, construction managers, and the Design-Builder as needed; and respond to requests for information.

Construction Management Team (Director's Designee): Is the team engaged by the County's Representative to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the County's Representative.

Construction Staging Area: Property which may be available for use by the Design-Builder during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s) and its restoration, if applicable, are defined in the Contract Documents.

Construction Work: All Work to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Project, and/or the Utility Adjustments. Construction Work also includes any and all landscaping.

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

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

Contract Completion Date: The effective date as defined in Article 5, as may be amended by change order.

Contract Documents: Documents applicable to and specific to the design and construction of the Project consisting of the Request for Design-Build Services (RDBS), including the Design

Criteria Package with any and all exhibits and attachments; Design- Builder's proposal submitted in response to such RDBS documents; the executed Design-Build Contract (the "Contract"); the specifications and drawings which are to be developed, signed, and sealed by the Design-Builder, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDCR, or its designated representatives, to be in compliance with the Contract Documents; approved schedules; payment and performance bonds; insurance requirements; shop drawings; and permits.

Contract Drawings: The plans, profiles, cross-sections, elevations, schedules, and details, which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN–BUILDER subsequent to Notice-to- Proceed and approve by the County.

Contracting Officer: The Director of Miami Dade County Corrections and Rehabilitation.

Contracting Officer's Representatives, County Project Manager: The person or persons designated by the Contracting Officer to act on his behalf in the administration of the contract within the limits of their respective authorization.

Contract Price: The amount specified in Article 6 pursuant to the terms and conditions of this Design-Build Contract.

Contract Time: Shall mean the date set forth in Article 5 as the Final Completion Date, as such date may be extended by a Change Order.

Corrections (MDCR): A Department of Miami-Dade County that maintains and operates the County-owned Corrections and Rehabilitation facilities.

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

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

Critical Path: Longest sequence of activities in a project's schedule which defines the project completion date, and which must be completed on time for the project to be completed on schedule.

Days: Unless otherwise designated, days mean calendar days.

Datum: All elevations are referred to as National Geodetic Vertical Datum (N.G.V.D.) of 1929, all horizontal controls are referred to State Plane Coordinates NAD 1983 (90), or such datum identified in the Design Criteria Package.

Dedicated Account (s): An account(s) in which the stated dollar amount(s) is included in the Agreement for the purpose of funding specific services. Any money within a Dedicated Allowance Account, not directed to be used by the Owner, remains with the Owner.

Design-Builder ("Contractor", "Design Builder", "DB-FIRM" or "DESIGN-BUILDER"): The person, firm, or corporation selected to perform the Work pursuant to this Contract. In this instance, Design-Builder shall mean OHLA Building Inc. The Design-Builder shall hold valid current certificate(s) of competency for the Work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami-Dade County, Florida. The Design-Builder shall be responsible for performance of the Work, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus, and property of every description used in connection therewith. The Design-Builder shall also be responsible for payment to all its consultants, subconsultants, contractors, subcontractors and suppliers. The Design-Builder will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and shall not be relieved of the responsibility for the performance of the Project as defined in the Design Criteria Package. As used in this Contract, "Design- Builder" includes all the Design-Builder's officials, successors, legal representatives, and assigns.

Design-Builder's Designated Representative, Design-Builder Project Manager: An authorized representative of Design-Builder assigned to represent Design-Builder during the entire Project.

DESIGN-BUILDER'S Superintendent: The Design-Builder's Superintendent is the person appointed by the Design-Builder in accordance with Article 7 of this Contract and any successors to that person.

Design Criteria Package ("Design Criteria Document"): Means the package provided at the time of bid that contains information regarding the County's expectations of a finished project for the MDCR Master Plan Replacement Jail Site 1. It may include concise, performance-oriented drawings and/or specifications, or it may be as brief as referencing applicable standards. It may also include but not be limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, and other criteria, as may be applicable to the project.

Design Criteria Professional(s) ("Design Criteria Consultant", "DCP' or "County Representative"): Person(s) and/or firm(s), employed by the County to provide professional architectural and/or engineering services in connection with the preparation of the Design Criteria Package and other project related Work. The Design Criteria Professionals for ISD Project No. DB21-MDCR-01 is Perez & Perez Architects Planners Inc. for architectural and engineering services. Perez & Perez Architects Planners The Design-Criteria Professional(s) act as a County's Representative.

Design Work: All Work of design, engineering or architecture for the Project, including Utility Adjustment Work.

Direct Cost: Design-Builder or subcontractor cost of labor, material and equipment and subcontractors required to perform an element of work excluding mark-ups for profit, overhead, bond, small tools, incidentals, impact costs, indirect costs and Design-Builder mark-ups on subcontractor work (See also indirect costs).

Director ("County Representative"): The Director of the MDCR who administers the Contract on behalf of the County.

Director's Designee: The individual or firm designated to represent the Director during the execution of the design and construction of the Project and is authorized to administer the Project on a day-to-day basis.

Effective Date: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable, and/or upon issuance of Notice to Proceed, whichever occurs latest.

Extra Work: Work not provided for in the Contract as awarded but, in the County's determination, essential to the satisfactory completion of the Contract, within its intended scope. Nothing shall be considered Extra Work where it entails the performance of all service and labor necessary to develop the Design Criteria Package into permittable Plans for a first-class Project and the construction of the Project consistent with those Plans, including the incorporation of the County's comments during the design and construction phases (where such comments are consistent with the RDBS or Design Criteria Package, or reasonably inferable therefrom), all of which shall be performed without additional charge to the County. For the avoidance of doubt, Extra Work specifically excludes anything within the Scope of Work. Reimbursement for Extra Work is governed by the Contract Documents.

Field Order: A written order issued by the County or designee which orders minor changes in the Project, but which does not involve a change in the TOTAL CONTRACT AMOUNT or CONTRACT COMPLETION DATE.

Final Completion: When (a) Substantial Completion has occurred (as evidenced by the issuance of a Certificate of Substantial Completion) and all conditions of the permits and regulatory agencies have been met, all design, construction, reconstruction, or rehabilitation (including all punch-list items) have been performed and all requirements of the Contract have been completed; (b) all construction materials and equipment have been removed from the site and adjacent land or staging areas, if any; (c) all final certificates of occupancy have been issued; (d) County has approved, and signed the Certificate of Final Completion as per the terms of this Contract; and (e) the County has received from the Design-Builder: release of all liens (or a consent of surety agreeable to the County), release of surety, release of claims by the Design-Builder, corrected as-built drawings, record drawings, and all other documents and close-out materials required by this Contract. Final Completion shall be evidenced by the issuance of a Certificate of Final Completion.

Force Account: A method of payment for Extra Work that is performed where the County and the Design-Builder cannot reach agreement on an equitable adjustment to the Contract Price. Force Account Work shall be paid for based on the actual cost of the labor, materials, and equipment plus a mark-up for Indirect Costs as provided in Article 15 of this Contract.

Force Majeure: An act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, tropical storm at a strength warranting closure of the MDCR and cessation of work, flood or similar occurrence, strike, an act of a public enemy, terrorism, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Contract, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events do not include inclement weather (except as noted above/below), unavailability of materials, or the acts or omissions of subconsultants or subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Weather more severe than the norm shall apply only as it affected particular portions of the Work and operations of the Design-Builder, as determined by the Port Representative. Weather more severe than the norm is defined as any month during the project exceeding the mean data as recorded by NOAA's National Centers for Environmental Information, Asheville, North Carolina and presented in the "CCD Publication" available at the time of contracting at http:/www.ncdc.noaa.gov/data- access/quick-links#ccd . (Search for Miami, Florida under the section of the publication titled "Mean Number of Days with Precipitation 0.01 inch or More".) For the calculation of delays due to rain, precipitation of 0.01 inches or more a day shall be considered a rain day if the rain prevented the Design-Builder from performing work. Further, if on any day(s) following a day of precipitation of 0.01 inches or more the Design-Builder is prevented from performing work on the critical path due to flooding or standing water from said prior rain event, and the Design-Builder has taken all commercially normal and appropriate measures to mitigate against physical damage to the Site and/or Work arising from such rain event, this shall also be considered a day of delay due to rain. The effects of weather less severe than the norm may be considered in granting time extensions at the County's sole discretion.

Forms for the Submittal of Proposal: A document, specific to the bidding of an individual Contract, containing copies of forms required to be completed and submitted by the Bidder.

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

Indirect Costs: Costs other than direct costs, required to perform an element of work. Indirect costs include profit, overhead, bond, inefficiency, impact costs (including impact to unchanged work), small tools, incidentals, Design-Builder mark-up on subcontractor work and are paid in accordance with Contract Requirements.

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

Inspector: An authorized representative of the County assigned to make necessary inspections of materials and equipment furnished by the Design-Builder, and of the work performed by the Design-Builder.

Insurance Specifications: Insurance requirements of the Contract to be provided by the Design-Builder and included in the Design-Build Contract.

Limit of Work: Boundary within which the Work is to be performed.

Liquidated Damages: The amount that the Design-Builder accepts, as stipulated in the Contract Documents, that will be deducted from the Contract Sum for each Day of delay due to a Non-excusable Delay will be proportional to the daily cost of continue leasing the headquarters and warehouse building located at: 3505 NW 107 Ave Doral FL.

Liquidated Indirect Costs Rate: The County and the Design-Builder agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the Design-Builder may suffer as a result of any Compensable Delay, and that proof of such damages will be difficult. Therefore, the County and the Design- Builder agree that the sum of (plus actual costs for bonds and insurances) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the Design- Builder due to any Compensable Delay, including, but not limited to: profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity,

loss of opportunity, and all other indirect costs incurred by the Design-Builder or its consultants, subconsultants, subcontractors, materialmen, suppliers, or vendors. The Design-Builder accepts this sum as full compensation for the Design-Builder for each Day of Compensable Delay. This amount is agreed to include any costs other than Direct Costs incurred by the Design- Builder in the performance of this Contract for overhead and profit.

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

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

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

Notice to Occupy Site: Written notice from the Director or the Director's designee to the Design-Builder that allows the Design-Builder to occupy the Project Site. Said authorization from the Director or the Director's designee may be included in the NTP.

Notice to Proceed ("NTP"): Written notice from the Director or the Director's Designee to the Design-Builder specifying the date on which the Design-Builder is to proceed with the Work and on which the Contract period begins.

Notice of Termination: Written notice from the Director to the Design-Builder to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

Permanent Subsurface Easement: Underground space required to construct and maintain permanent subsurface facilities.

Permanent Utility Easement: Area required to construct and maintain utility facilities.

Plans and/or Drawings and Specifications: The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design/build services for the Project, which will be prepared by Design-Builder, and will be made a part of the Contract Documents upon acceptance by the County.

Price Proposal: The form of which the Design-Builder provides its prices for the Work in the proposal provided in response to the RDBS.

Project: The Scope of the Work and Services for MDCR Master Plan Replacement Jail Site 1 as defined in the Contract Documents including, but not limited to, the Design Criteria Package and this Contract with all amendments.

Project Initiation Date: The date upon which the Contract's time for performance commences.

Project Schedule: The Project schedule covering the entire scope and duration of the Project prepared in the CPM format and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the Design-Builder to the Director or the Director's designee for compliance review with the Contract Document. The Project Schedule indicates the durations and sequence of key activities of architecture, engineering, design, permitting, construction, testing and commissioning, and indicates Milestone Event Dates as required by the Contract, including the Substantial and Final Completion dates. All Work shall be performed in accordance with the most recently approved schedule.

Proposal Documents: Documents applicable to and specific to the Design-Builder's Proposal for this Contract, consisting of qualifications data and information, technical narrative descriptions, design and construction data, plans and calculations, commercial data including pricing, bid bond, and forms provided in the Proposal and other related documents required by the RDBS to be part of the Design-Builder's Proposal.

Punch List: A list issued by the MDCR to the Design-Builder of work elements requiring remedial action or completion by the Design-Builder before Final Completion is issued to the Design-Builder.

RDBS: Request for Design-Build Services.

Record Documents: Documents prepared by the Design-Builder depicting as-built conditions, signed and sealed by a professional engineer and submitted to the County for review and approval prior to Final Acceptance.

Request for Change: A written request by the Design-Builder to the Director or the Director's designee requesting issuance of a Change Order for adjustment in period of performance and/or Contract Price.

Resident Architect/Engineer: To the extent that it is used shall mean a County Representative authorized by the Contracting Officer to administer the Contract on a day- to-day basis.

Right-of-Way: A term denoting land and property, and interests therein, acquired by County.

Samples: Physical examples, provided by the Design-Builder for review of compliance with the Contract Documents by the County, which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged and includes "color boards".

Schedule of Values: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the Design-Builder promptly after award of the Project but prior to Notice to Proceed, and agreed between the Design-Builder and the County to serve as a basis for measuring progress of the Work and for making monthly progress payments to the Design-Builder. The omission of an element of the Work from the Schedule of Values shall not render any such element Extra Work, if such element would not otherwise constitute Extra Work as defined herein.

Scope of Work ("Work"; "Scope of Services"): The scope of the architecture, engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes, which are necessary to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents. The Scope of Work includes but is not limited to: the physical components and facilities of the Project, as well as activities related to designing, building, and achieving performance of such components and facilities, all as delineated in the Design

Criteria Document and Article 4 "SCOPE OF WORK" of this Contract. For the avoidance of doubt, Scope of Work shall include all Work, re-work, design, re-design, and other services required to remedy any errors, omissions, mistakes, defects, or damage of or attributable to the Design-Builder or any of its employees, agents, consultants, subconsultants, contractors, or subcontractors (of any tier).

Shop Drawings: Documents furnished by the Design-Builder to illustrate specific portions of the Work. Shop Drawings include drawings, samples, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

State: The State of Florida.

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

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

Substantial Completion: Shall mean the time at which the Project has progressed to the point where it is sufficiently complete, in accordance with this Contract, so that all such improvements and work can be utilized for the purposes for which it is intended. Substantial Completion shall be achieved and certified by the County and the Design Criteria Professional (or County's Consultant) and the Architect of Record under the Design-Build Contract when (a) the Project has obtained the initial governmental approvals necessary for the use (as intended) and occupancy of the project by members of the public (i.e., a temporary certificate of occupancy) following the inspections of such improvements necessary to obtain that initial governmental approvals; (b) all construction, including, without limitation, all components, facilities and portions of the Project have been completed, to the extent and in the manner required by the Design-Build Contract (except that completion of reasonable punch-list items that do not affect County's ability to use the improvements and continue with the Project as intended shall not be required prior to such certification), such that the entire scope of the Project are usable for County's intended purposes; and (c) except in those areas designated by the Parties for the storage of the equipment and materials necessary for the completion of any punch-list items, the Project is free from all construction debris, rubbish, materials and equipment with all furnishings and fixtures in place, and all surfaces, flooring, windows cleaned and ready for use as intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work shall refer to Substantial Completion thereof within the Design-Build Contract. Substantial Completion shall be evidenced by the issuance of a Certificate of Substantial Completion.

Surety: The bonding company or companies properly licensed furnishing the bonds required under the Contract.

Technical Provisions: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work.

Temporary Construction Easement Line: A boundary which describes the area available for construction operations.

Term of the Contract: Shall have the meaning established under Article 5 of this Contract, as well as the periods specified for any warranties and/or guarantees.

Ton: Two thousand pounds avoirdupois.

Total Contract Amount: The sum of the Contract Price together with the County's Contingency Account and Dedicated Allowance Account which constitutes all sums under the Contract.

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

Value Engineering Proposal: Means a proposal submitted, at the sole option of Design-Builder, pursuant to ARTICLE 15 CHANGES.

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

Working Drawings: The drawings, calculations and catalog data, other than Contract Drawings furnished by County and Shop Drawings prepared by the Design-Builder, necessary or required for the prosecution of the Work. Working Drawings shall be submitted to County by the Design-Builder, signed and sealed by the Design-Builder's Designer, licensed and registered in the state of Florida, for information only. County or its Design Criteria Professional will review the Working Drawings but will not be responsible for their content or accuracy. They are the sole responsibility of the Design- Builder.

ARTICLE 2

INTERPRETATION

2.1 General

The documents comprising the Contract Documents are complementary and indicate the design, permitting, construction/installation, testing, commissioning and completion of the Work. Anything mentioned in one document comprising the Contract Documents, such as, but not limited to, the RDBS or the Design Criteria Document, and not mentioned in other documents comprising the Contract Documents, shall be of like effect as if shown or mentioned in all documents comprising the Contract Documents.

2.2 Order of Precedence (descending order):

A. Design-Build Contract, as amended

B. Addenda to the RDBS - Volume I

RDBS - Volume II Design Criteria Document for MDCR Master Plan Replacement Jail Site 1 TTC/Training & Treatment Center DB21-MDCR-01

C. RDBS - Volume III Attachments

D. Design-Builder Proposal inclusive of Step 2 Oral Presentation/Meeting

2.3 "As Indicated", "As detailed"

Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the entirety of the Contract Documents unless stated otherwise.

2.4 References to Articles or Sections:

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

2.5 Effects of Heading:

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

2.6 Referenced Standards:

Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of which negotiations began except where a particular issue is indicated. In case of conflict between municipal, utility and railroad standards and the Contract Documents, the stricter standard shall govern. In case of a conflict between the Contract Documents and the referenced standard, the stricter standard shall govern.

2.7 Conformity to Laws and Regulations

In order to ensure that the Design-Build Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Design-Build Contract or the warranty of the Work, as they may involve the design/construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of the State of Florida without regard to any conflicts-of-laws provisions contained therein. Any litigation which may arise out of this Design-Build Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

E-VERIFY - By entering the Contract, the DESIGN-BUILDER becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-verify System to verify the employment eligibility of all newly hired employees by the DESIGN-BUILDER effective, January 1, 2021, and requiring all Subconsultants and Subcontractors to provide an affidavit attesting that the Subconsultant and Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this DESIGN-BUILDER, or if a Subconsultant or Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the DESIGN-BUILDER, the DESIGN-BUILDER may not be awarded a public contract for a period of one year after the date of termination, and the DESIGN-BUILDER may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e- verify) and retain the I-9 Forms for inspection."

2.8 Interpretation of Words and Standards

When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, shall mean the code, laws or regulations in effect at the time of the date of receipt of Design-Builder's Proposal Documents, or those that were mandatory under law at that time.

2.9 Site Inspections and Verification of Governing Dimensions:

In executing the contract, the Design-Builder represents that he has, prior to bid, visited the site, become familiar with the reasonably observable conditions under which the work is to be performed and correlated his personal observations with the requirements of the Contract Documents or that he has chosen not to do so. The Design-Builder accepts the responsibility for all errors in construction which could have been avoided by such examination and the opportunity to seek timely clarifications during the bidding process. The Design-Builder, before commencing work, shall verify all governing dimensions at the site, and shall examine all adjoining work on which his work is in any way dependent for its conformance with the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Design-Builder, and agreed to in writing by the County before the Design- Builder begins any part of the Work. No disclaimer for defective or non-conforming adjoining work that was clearly foreseeable to the Design-Builder during a site visit (mandatory or non-mandatory) will be considered by the County.

2.10 Errors, Inconsistencies and Omissions:

After Notice to Proceed is issued, the Design-Builder shall carefully study and compare all drawings, Contract Documents and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the County or County's Representative of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing from the County before proceeding with design phase. The Design-Builder shall not take advantage of any apparent error or omission which may be found in the Contract Documents or Contract Documents, and the Design Criteria Professional shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Design-Builder shall be responsible for all errors in construction which could have been avoided by such examination and notification, and shall correct, at his own expense, all work improperly priced, scheduled or constructed through failure to notify the County and to request specific instructions.

2.11 Differences in Small- and Large-Scale Drawings

In case of differences between small- and large-scale drawings, the drawings showing greater detail shall govern. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.

2.12 Reference Documents Available at the Site

The Design-Builder shall make available at the job site one copy of each referenced standard and/or Contract Documents for the Design-Builder's and the County's County Representative's use during the time that work covered by the standards and/or Contract Documents is underway.

2.13 Organization of Contract Documents

The Contract Documents provide for a complete work and may have been prepared in divisions of various crafts, trades and other categories of work. The Design-Builder is responsible for the performance of all work under the Contract regardless of any such divisions and shall ensure that all of the work is performed and completed. The organization of the Contract Documents into divisions, sections and articles and the arrangement of the drawings do not restrict or limit the Design-Builder into dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.

2.14 No Deviation from Contract Documents

No deviation from the approved Contract Documents shall be permitted without the prior written approval of the County, which approved deviation shall be documented either by Change Order or Work Order.

2.15 Requests for Information (RFIs)

All requests for Information shall be submitted by the Design-Builder in a format acceptable to the County. The County will endeavor to respond to each RFI within 10 working days of receipt from the Design-Builder. The Design-Builder acknowledges and agrees that some RFIs require additional investigation, analysis and therefore the County may need more than 10 working days for the County to review and respond. Under these circumstances the County will advise the Design-Builder how much time will be required for a complete review of the RFI.

2.16 Severability:

In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub- article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

ARTICLE 3

INTENTION OF THE COUNTY

It is the intent of the Contract Documents to procure the design and construction of a fully complete, fully functional Project of the highest quality and workmanship, ready in all aspects to be put to its intended use, that is designed and constructed by the Design- Builder in accordance with the County-reviewed and fully-permitted Contract Documents prepared by Design-Builder and accepted by the County. Any work, materials or equipment that is reasonably inferred from the Contract Documents, as being required to produce the intended result, will be supplied even if not specifically called for, and such work, materials, or equipment are included in the Contract Price.

ARTICLE 4

SCOPE OF WORK

LOCATION: The Project is located on TGK Correctional Facility campus. The address is: 6950 NW 41st Street Miami Fl 33166

Scope of Work:

This project is for Site 1 of the County's two new, modern humane correction facilities. Site 1 will be a Central Intake in the existing site of Training and Treatment Center. This is part of a once in many generations opportunity to build a more humane justice system that includes facilities grounded in dignity and respect, offering better connections to and space for families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. The facilities must provide for effective and tailored programming, appropriate housing for those with medical, behavioral, and mental health needs, and an opportunity for a more stable reentry into the community.

The new facilities must realize these values through innovative and high-quality design that will foster safety and wellbeing through normalized environments for all those who interact with the facilities. Such high-quality design practices must also provide for the new facilities to be built efficiently and cost-effectively to achieve the County's functional objectives and do so as expeditiously as possible in order to meet the County's goal of closing Pre-Trial Detention Center and Training and Treatment Center as soon as possible. These facilities must be beacons of high-quality civic architecture that integrate into the immediate neighborhood context and are assets to all Miamians. Miami Dade Corrections and Rehabilitations is looking to use a collaborative design-build approach for these projects.

Scope of work for Site 1 includes the preparation of Schematic Design/Construction Documents based upon the Design Criteria Package (DCP) documents, specifically those indicated Space Program requirements identified in the DCP, in accordance with the OHLA/CGL Step 2 Technical Proposal Submission Response, including its layout plans, which was submitted on February 4, 2022, and which was discussed with the County via the OHLA/CGL Presentation dated October 19, 2022, and related discussions.

The total constructed area, fully air conditioned, and made of reinforced masonry/concrete block structure (CBS) or other materials and methods meeting the requirements of Miami-Dade County. The proposed D/B team solution shall contain at a minimum space to properly conduct the following activities: 1) All intake activities involved in initially receiving arrestees from the field or inmates from court or other facilities. 2) All intake activities involved in admitting arrestees or processing arrestees before they are moved to a housing unit. 3) All activities involved in releasing arrestees or inmates from either the receiving area or a housing unit. 4) Space for four (4) Courtrooms. 5) Office Space to house MDCR Headquarters. 6) Circulation Self Checking Area, Multi-use Meeting Room, Staff Offices, Workroom, Staff toilet room, Receiving, Mechanical spaces as required.

In addition, the existing site will be reconfigured to accommodate illuminated asphalt lots for 10 vehicles on site and a 500 vehicle parking garage to be constructed in the adjacent open area of the Facility within the boundary of the existing perimeter road. The parking lot shall be accessible from NW 41st Street and include a minimum of two (2) vehicular/pedestrian access/egress points and per zoning code provide regular parking spaces and a minimum of 3 accessible parking spaces or as required to meet the design proposal needs and include accessible walkways between new building and existing facilities; include appropriate landscaping, specified perimeter hardening and security measures.

The selected Design-Builder shall also be responsible for providing a detailed cost estimate, and for incorporating Leadership in Energy and Environmental Design (LEED) approved green building practices. Pursuant to County Implementing Order No 8-8 "Sustainable Building Program", all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System. The participation of experienced LEED AP professionals is required in order to achieve optimum results in the application of said practices.

The project includes providing all labor, materials, equipment, services and incidentals necessary to prepare the site to buildable condition and any supportive tasks ancillary to the primary scope of services as described in the Design Criteria Package and the RDBS documents. This building shall meet minimum design and construction standards required by this Request For Design-Build Services (RDBS), Miami Dade County zoning requirements, Miami-Dade County Government Facilities approval, the Florida Accessibility Code (ADA), the Florida Building Code (FBC), the National Fire Protection Association (NFPA), Fire Safety Code, LEED for New Construction, Silver Certification, Miami-Dade Department of Transportation and Public Works, Miami Dade County Public Works, Department of Regulatory and Economic Resources/Environmental Resources Management (RER/ERM), Chapters 8C, 18A and 33 of the Code of Miami-Dade, including any zoning hearings and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, construction and occupancy of the facility. It will be the architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the project.

The facility shall provide staff and occupants a safe and comfortable environment.

All of the work described in the Contract Documents is to be performed without causing any disruption to the daily operation of the TGK Correctional Facility.

Scope of work will be as defined in the Request for Design Build Services and as amended or modified by the Design Criteria Documents.

Approximately 25,542 square feet of shell space is required for future expansion on the second level of the Booking and Release Center. This shell space shall include mechanical, electrical, plumbing, fire protections systems infrastructure backbone to accommodate a future housing pad. Building exterior cladding, glazing and roofing is also included.

The selected design-build team shall provide all the necessary investigations; surveys; site investigation; studies; modeling; architectural and engineering designs; including analysis of 'sustainable systems' and (Silver) Leadership in Energy and Environmental Design (LEED) certification; fire protection; flame spread studies; life safety systems; interior design; civil design, structural engineering; mechanical, electrical and plumbing (MEP) engineering; marine engineering design; specialty lighting; information technology (IT); paging; audio/visual (AV) design; building management systems; cost estimates; schedules; Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; inspections; tunnel/vibration monitoring services; demolition; construction, construction administration; review of shop drawings; commissioning; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

The design and construction services rendered by the Design- Builder are intended to result in a complete, functional, and operable correctional facility complex, as defined in the Contract Documents.

ARTICLE 5

COMPLETION DATE AND LIQUIDATED DAMAGES

County shall instruct the Design-Builder to commence the Project by written instructions in the form of a Notice to Proceed issued by the County. The Project shall be commenced within seven (7) calendar days after the Project Initiation Date specified in the Notice to Proceed. The Notice to Proceed will not be issued until receipt and approval by County of all required documents and after execution of this Design-Build Contract by both parties. Total Contract term is 1825 calendar days. Time is of the essence.

Completing the Project is of great importance to the County. Time is of the essence in this Design-Build Contract.

These liquidated damages amounts are not penalties but liquidated damages to the County. Liquidated damages will be $ 8,000 a day as per section 1.3 of the RDBS and are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay(s), and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Design-Builder to meet the Milestone Date(s). Liquidated Damages daily amount (s) should be calculated for failure to reach (1) Substantial Completion as well as (2) Final Completion.

Recovery of such liquidated damages shall be the County's sole and exclusive remedy in the event of the Design-Builder's unexcused delay in achieving the above Milestone Date(s).

ARTICLE 6

BASIS FOR COMPENSATION

6.1 Basis for Compensation

A. Contract Price: The County agrees to pay the Design-Builder, and the Design-Builder agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the Contract Price, as follows:

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

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

b. The aggregate fixed Lump Sum for all payments to the Design-Builder for Design-Build Services authorized on this Project is as follows:

1. Estimated Construction Cost	$168,312,793
2. Estimated A&E Cost	$15,701,369
3. Contingency Fees for Construction*	$8,415,639.65
4. Contingency Fee for A&E	$1,570,136.90
5. Art in Public Places	$3,007,189.84
6. Permitting Fees	$5,049,383.79
7. Dedicated Allowance	$1,300,000.00
8. Reimbursable Expenses	$130,000.00
Subtotal	$203,486,512.18
Escalation (if applicable, not to exceed 15% of Construction cost)	$25,246,918.95
Not-to-Exceed Total	$228,733,431.13

B. Contingency Allowance Account

This Project is under a Design-Build Contract for the design and construction of a facility on public property; therefore, a Contingency Allowance Account is permissible, per Ordinance

No. 00-65. The Contingency Allowance Account, computed as 10% of the design-related portion and 5% of the construction- related portion of the Base Contract value, which will be used by the MDCR, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is : $9,985,776.55.

C. Dedicated Allowance Account

At the discretion of the County's Representative, the Design-Builder may be authorized to perform additional services within the general Scope of Work described below, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the Design-Builder for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the County's Representative through direct negotiation with the Design-Builder prior to the performance of the Work.

Amounts provided in the aforementioned allowance are as follows:

Permit Fees:	$5,049,383.79
Art in Public Places:	$3,007,189.84
Dedicated Allowance:	$1,300,000.00
(For additional technological upgrades requested by MDCR)	
Reimbursable Expenses:	$130,000.00
(For reproduction costs for plans, renderings, models, mock-ups, computer modeling and documentation requested by MDCR)	

1) The Design-Builder shall obtain prior authorization from the County's Representative for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

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

3) The sum of the Contingency Account and the Dedicated Allowance Account is $11,295,776.55 for all payments to the Design-Builder for any Extra Work authorized by the County's Representativ on this Project.

4) Therefore, the Total Contract Amount for this Contract shall not exceed.

   $228,733,431.13, subject to any further agreed adjustments. Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the Total Contract Amount.

5) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and that the Design-Builder shall

not be entitled to any compensation beyond those specified and authorized under Article 6.

D. Impact Fees

Impact fees are not applicable to these government facilities.

E. Adjustment Clause for Specified Construction Cost

1) The parties recognize and agree that due to various economic forces there were changes in the total construction costs as listed in the table below. Accordingly, the parties established a mechanism for payment adjustment for the items identified herein and that such adjustment shall be based on the Producer Price Index ("PPI"), as published monthly by the United States Bureau of Labor Statistics ("BLS"). The parties agree that the adjustments authorized herein shall apply only to the line item described below and for no others, regardless of any economic impacts on such items.

Line Item from the Schedule of Values	USDOL Index Series	Index Value in Feb 2022	Contractor Total Construction Cost
GC/CM Subtotal w/o Design	PCU236223236223 Producer Price Index for New Office Building Construction Sector, NAICS 236223	175.312	$168,312,793.00

2) This adjustment shall be a one-time increase and will be based on the change to the PPI from the Step 2 submittal date (set forth in the preceding table) to the Notice to Proceed Date. However, such adjustment shall not exceed 15%. Payments will be based on contractor's approved schedule of values (as a separate line item) by MDCR and will be distributed throughout the course of the project via a payment schedule in proportion to the percentage of completion.

ARTICLE 7

SUPERINTENDENCE AND SUPERVISION

7.1 Supervision During Prosecution of the Work:

The Design-Builder shall give the Work the attention and supervision necessary to ensure its progress according to schedule and shall cooperate fully with the OWNER.

7.2 During Design

During the Design portion of the Work, the Design-Builder shall maintain a competent design professional supervising the Work at all times and empowered to act as the Design-Builder's agent. This person shall be competent in the type of work being performed and shall have full authority to receive instruction from the OWNER and the DCP and to execute the order or directions of the OWNER.

In the event that the OWNER determines, through the course of the actual work progress, that this person lacks the knowledge or expertise necessary to execute the Work in an efficient and competent manner, in keeping with all current codes and best practices, the OWNER shall notify the Design-Builder in writing and the design professional in charge shall be replaced by the Design-Builder with a person acceptable to the OWNER within thirty (30) calendar days.

The Design-Builder's failure to replace the design professional in charge in the time allotted shall be cause for the OWNER to suspend work with such delays chargeable to the Design-Builder as liquidated damages as specified elsewhere in this contract.

7.3 During Construction

Design-Builder's Superintendent: The Design-Builder shall maintain a competent superintendent at the site at all times while work is in progress to act as the Design- Builder's agent. The Design-Builder shall provide a superintendent who is competent in the type of work being performed, and shall give that superintendent the full authority to receive instruction from the County and to execute the order or directions of the County, including the prompt supply of all materials, tools, equipment, labor, and incidentals that may be required. The Design-Builder shall furnish such superintendence regardless of the amount of work that is subcontracted, and the superintendent shall speak and understand English. The Design-Builder shall also maintain at least one other employee on the work site during project working hours who speaks and understands English.

The competency of the superintendent shall be demonstrated through licensure or certification in contracting, engineering, or trade as applicable to work being performed. Proof of licensure or certification of the superintendent must be provided to the County at the pre-work conference and is subject to the approval of the Design Criteria Professional.

In the event that the County determines, through the course of the actual work progress, that the superintendent lacks the knowledge or expertise necessary to execute the work in an efficient and competent manner, in keeping with all current codes and best practices, the County shall notify the Design-Builder in writing and the superintendent shall be replaced by the Design-Builder with a person acceptable to the County within thirty (30) calendar days.

The Design-Builder's failure to replace the superintendent in the time allotted shall be cause for the County to suspend work with such delays chargeable to the Design-Builder as liquidated damages as specified elsewhere in this contract.

ARTICLE 8

RESPONSIBILITIES OF THE DESIGN-BUILDER

8.1 The Design-Builder and the County acknowledge and agree that the County is purchasing, and Design-Builder is bound to deliver design and construction of the Project as defined in the Contract Documents including the Design Criteria Package. The Work includes, but is not limited to: providing all resources and professional services to perform the design and construction of the Project such as planning, technical investigations, architecture, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning, and Work Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, high quality and efficient manner that meets the Contract requirements within the Contract Completion and Milestone Date(s), all to the complete satisfaction of the County.

A. General

1) The Design-Builder by executing this Design-Build Contract represents that the:

a. Design-Builder has read and understands the RDBS and the proposal is made in accordance therewith; and the Design-Builder agrees to be bound by the terms

and requirements set forth in the RDBS, Design Criteria and attached technical provisions unless any such terms/requirements were otherwise modified during subsequent negotiations and thusly reflected in this Design-Build Contract.

b. Design-Builder has familiarized themselves with the local conditions and described constraints under which the work is to be performed and have correlated their observations with the requirements of the proposed Contract Documents.

c. Design-Builder proposal is based upon the materials, systems, equipment and specifications required by the RDBS without exception.

d. Design-Builder has the capability, experience, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, personnel, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedule milestones, and completion dates required by the County. The Design- Builder acknowledges and represents that they have made allowances for normal inclement weather typical to the region where the Project Site is located, in their estimating, planning and scheduling of the work. The Design-Builder further acknowledges that the Contract Documents are, in their opinion, sound and suitable for the intended purpose.

2) Key Personnel: The personnel (provided they remain employed by their respective employer) and subcontractors and subconsultants named in the proposal shall remain responsive and responsible throughout the period of this contract. Requests for substituting a subconsultant and subcontractors may be submitted to the County for approval in accordance with County requirements. The Design-Builder shall be responsible for meeting all applied goals.

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

4) Design-Builder shall conform to all applicable laws, regulations, or ordinances regarding labor employed, hours of work and Design-Builder's general operations.

5) The Design-Builder shall be responsible for the complete performance of all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith. The Design- Builder shall be solely responsible for safety.

6) The Design-Builder will provide all services for the design, dry-run, permitting and construction of the project including, but not limited to; the management, design, permitting, bidding, and construction necessary for completion of the project. The Design-Builder is responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the design and construction are based.

7) Documentation: The Design-Builder will be responsible for maintaining accurate records pertaining to design, preparation of specifications and drawings, permitting and construction.

8) Design-Builder shall be fully responsible for the actions of all persons performing work under the Contract, including all subcontractors, suppliers and subconsultants of any tier.

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

   The Design-Builder shall be and remain liable to the County for all damages caused by the Design-Builder's negligent acts or errors or omissions in the performance of the Work as specified in Article 11.

B. Subconsultants and Subcontractors

1) Design-Builder agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Design-Build Contract for the benefit of County. The Design-Builder agrees to incorporate all the terms of this Design-Build Contract into any and all subcontracts.

C. Leadership in Energy and Environmental Design (LEED)

The Design-Builder shall be responsible for incorporating LEED approved green building principles. Pursuant to Miami-Dade County Implementing Order No. 8-8 "Sustainable Building Program", all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System. The participation of experienced LEED AP professionals is required in order to achieve optimum results in the application of said practices. Design- Builder agrees to coordinate with the County during the development process for compliance with the contractual requirement to obtain Leadership in Energy and Environmental Design (LEED) Silver certification.

D. Construction

1) During the performance of the Work, the Design-Builder will provide to the County the following deliverables/services including but not limited to: submittals for review, site visits, progress meetings (unless more frequent times are required by the County, once a month during design, once a week during construction), special inspections/testing (re-bar inspection), layout, review and approval, punch list and warranty inspection, design modifications and contract claims.

2) Design-Builder shall use areas approved by County for deliveries and personnel. Contract limits of construction area will be defined in accordance with the contract provisions. Equipment, material and personnel shall be in conformance with this Contract.

3) Design-Builder shall also conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities and as specified in the Design Criteria Package.

E. Construction Administration

1) The Design-Builder shall include as part of their proposal and price all construction administration services and related costs required for all permits and preparation of all required design and permitting deliverables, shop drawings, review, field inspections, supervision, as-built drawings, change order review, closeout documents and Engineering certificates as required by regulatory standards and as required by other governmental authorities having jurisdiction.

2) The Design-Builder shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the County Representative on a weekly basis.

ARTICLE 9

SUBCONSULTANTS

9.1 In the event that the Design-Builder plans, or its subconsultants plan, to enter into subcontracts for any portion of the Project, the Design-Builder and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the Design-Builder under the Contract Documents and, at the request of MDCR, shall submit a copy of each such subcontract at all tiers including contract total amount but with pricing terms redacted to MDCR for examination with sufficient time to allow for the County Representative to review without delaying the project. MDCR shall have the right to request additional information necessary to complete the review. The County reserves the right to reject any subcontract at any tier contemplated by the Design-Builder or its subconsultants at any tier for any portion of the Project, whichever is deemed to be in the County's best interest.

9.2 LIST OF FIRMS: The Design-Builder proposes to utilize the following Subconsultants for the Project:

A. Firm Name:

1) CGL Companies, LLC.
2) Gurri Matute PA.
3) Louis J Aguirre & Associates Inc.
4) BND Engineers Inc.
5) Douglas Wood Associates Inc.
6) Curtis & Rogers Design Studio Inc.
7) Sequil Systems Inc.
8) HDR Architecture Inc.
9) CML Security LLC.
10) IMR Development Corp.

9.3 REPLACEMENT OF FIRMS: The Design-Builder shall not change any subconsultant identified in section 9.2 without the Director's prior written approval. A written request from the Design-Builder must be submitted to the Director, stating the justifications for the proposed change.

9.4 CONTRACT MEASURES: The Design-Builder is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Letters of Agreement as presented in the Design-Builder's proposal for the Project.

9.5 Each major Subconsultant, as part of his submittal of required documentation under this Article, and prior to starting work, shall submit written certification that he has reviewed the Design-Builder's schedule and agrees to work within the time frames specified therein.

ARTICLE 10

SUBCONTRACTORS

10.1 The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the Design- Builder in dividing the Work among Subcontractors nor in establishing the extent of Work to be performed by any trade.

10.2 No Subcontractor shall be permitted to perform work at the Work Site until he/she, or the Design-Builder, in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to County.

10.3 Each major Subcontractor, as part of his submittal of required documentation under this Article, and prior to starting work, shall submit written certification that he has reviewed the Design-Builder's schedule and agrees to work within the time frames specified therein.

10.4 The Design-Builder must comply and shall be consistent with sound procurement principles and Applicable law, to utilize Community Small Business Enterprises in connection with this Contract in accordance with the CSBE, CBE, and CWP Program Requirements, Participation Provisions Section of these Contract Documents.

10.5 In the event that the Design-Builder plans, or its subcontractors plan, to enter into subcontracts for any portion of the Project, the Design-Builder and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the Design-Builder under the Design-Build Contract and any other Design- Build documents and, at the request of MDCR, shall submit a copy of each such subcontract at all tiers including total contract amount but to MDCR for examination. The County reserves the right to reject any subcontract at any tier contemplated by the Design-Builder or its subcontractors at any tier for any portion of the Project, whichever it deems to be in the County's best interest.

10.6 LIST OF FIRMS: The Design-Builder proposes to utilize the following Subcontractors for the Project (it being understood that Design-Builder will endeavor to list as many of its Subcontractors as possible 30 days before full mobilization on site (or as soon as subcontractors are identified or known by the Design-Builder), and the balance of Subcontractors to be provided 120 days after full mobilization). Nothing in this Section, however, shall relieve the Design- Builder of its obligation to comply with the requirements of SBD as set forth in the RDBS or by Applicable Law.

Firm Names: TBD

10.7 REPLACEMENT OF FIRMS: The Design-Builder shall not change any Subcontractor identified in section 10.6 without the Director's prior written approval. A written request from the Design-Builder must be submitted to the Director, stating the justification for the proposed change.

10.8 CONTRACT MEASURES: The Design-Builder is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Schedules of Participation and Letter of Intent as presented in the Design-Builder's proposal for the Project.

A. 31.5%SBE-A/E goal (A/E portion only)

B. 14% SBE-Cons goal (Construction portion only)

C. 0% SBE-S goal (Services)

D. 0% Workforce goal (Community Workforce Program)

ARTICLE 11

DESIGN DEVELOPMENT

11.1 Design Reviews and County's Right to Approve

A. Any changes that materially deviate from the Design Criteria Package must be approved in writing by the County.

B. The Design-Builder may request and may receive authorization from County to deviate from the Design Criteria in order to improve overall project performance provided operational objectives are not impaired and negative cost/benefit factors are not incurred. Any such deviations are completely at County's discretion to grant and written approval must be obtained in writing prior to proceeding.

C. A Professional Architect and Engineer registered in the State of Florida shall direct all architectural and engineering services. Design documents shall be signed and sealed by a Florida registered Architect and Florida registered Engineers as required by State Statutes.

D. Design-Builder shall provide and pay for all architecture, engineering, landscape architecture, geotechnical report, land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

E. The Design-Builder is responsible for the coordination of all design disciplines, trades, manufacturers, suppliers, consultants, trade permits, etc., for all elements and systems. The project shall be designed and constructed in accordance with the Design Criteria Package, all applicable codes, and using the best quality materials and workmanship and industry standard efficient practices.

F. The Design-Builder will provide the County with a drawing identifying the limits of construction during the design phase of the project, to be reviewed and approved by the County prior to construction start.

G. The Design-Builder shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of his design. The Design-Builder shall incorporate all County- approved Value Analysis and Life Cycle Costing recommendations at the end of the Design Development Phase as part of their Scope of Work.

H. The Design-Builder shall provide complete, permit approved Construction Documents including Drawings and Specifications in compliance with the Design Criteria Package.

I. Unless otherwise required elsewhere in the Contract Documents, during the design phase the Design-Builder shall submit drawings and specifications to the County and the Design Criteria Professional (DCP) to review for compliance with Design Criteria Package at the following design phase milestones:

1) 30% Construction Documents
2) 60% Construction Documents
3) 90% Construction Documents
4) 100% Construction Documents

The incorporation of review comments and revisions to the design made by the County and DCP at the design reviews will not be the basis for Extra Work as long as the comments are determined by the County to be within the general Scope of Work.

The drawings shall be produced using software acceptable to the County and in compliance with the CADD Drafting Standards as specified in the Design Criteria Package. When a set of drawings/documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36"; or smaller if approved by the County.

If requested by the County, the Design-Builder shall present the design at meetings with the Community or other interested parties.

J. The 30% Construction Documents and Technical Proposal: Upon receipt of an authorization to proceed from the County, and based on the Design Criteria Package and Technical Proposal, the Design-Builder shall prepare for approval by the County and present in writing and at an oral presentation, if requested by the County the following: eight (8) copies of the 30% Construction Documents; a disk containing the CADD drawings and an updated Project Schedule. The County and DCP shall review the documents for compliance with Design Criteria Package.

1) The 30% Construction shall consist of drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to architectural design intent; thematic concept; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes and other items incidental thereto as may be appropriate and applicable. Design-Builder's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the County), to explain the design concepts.

2) The Project Schedule shall indicate the proposed completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current Port operations. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

Each time any portion of the Project Schedule is not met through no fault of the County, and/or a required submittal is incomplete, the Design-Builder must submit an Updated Project Schedule within seven (7) calendar days. Said Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are County-caused, the Design-Builder shall so state. The County must approve all updated Project Development Schedules.

The County and DCP shall review the 30% Construction Document submittal and return comments to the Design-Builder within fifteen (15) working days. The Design-Builder shall inform the County in writing within ten (10) working days how each comment will be addressed; and include the marked-up set in the following submittal.

K. The 60% Construction Documents: The Design-Builder shall, based on the approved Design Criteria Package, the Design Development Documents, and all comments received from the County and DCP; prepare the Construction Documents setting forth in detail the requirements for the construction of the Project. The Design-Builder shall submit for approval by the County eight (8) copies of the 60% Construction Documents: a disk containing the CADD drawings, the Specifications, an updated Project Schedule and the color board. The County and DCP shall review the documents for compliance with Design Criteria Package. The Design-Builder is responsible for complete coordination between the architectural and engineering disciplines and compliance of the Design and Construction Documents with the Design Criteria Package and all applicable Codes.

1) The 60% Construction Documents shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

2) The Design-Builder shall use CSI Standards, including the 49-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications. This submittal shall include all sections of "Division 1" and all of the technical specification sections. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the 30% Construction Document Phase.

3) The updated Project Schedule shall indicate the proposed completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current MDCR operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

   Each time any portion of the Project Schedule is not met through no fault of the County, and/or a required submittal is incomplete, the Design-Builder must submit an Updated Project Schedule within seven (7) calendar days. Said Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are County-caused, the Design-Builder shall so state. The County must approve all updated Project Development Schedules.

4) The Design-Builder shall submit a samples color board, which shall show complete color selections for all finish materials in a format and detail acceptable to the County.

   The County and DCP shall review the 60% Construction Document submittal and return comments to the Design-Builder within fifteen (15) working days. The Design-Builder shall inform the County in writing within ten (10) working days how each comment will be addressed; and include the marked-up set in the following submittal.

L. The 90% Construction Documents: The Design-Builder shall, based on the approved Design Criteria Package, the 60% Construction Documents, and all comments received from the County and DCP; prepare the 90% Construction Documents setting forth in detail the requirements for the construction of the Project. The Design-Builder shall submit for approval by the County eight (8) copies of the 90% Construction Documents: a disk

containing the CADD drawings, the Specifications and an updated Project Schedule. The County and DCP shall review the documents for compliance with Design Criteria Package. The Design-Builder is responsible for complete coordination between the architectural and engineering disciplines and compliance of the Design and Construction Documents with the Design Criteria Package and all applicable Codes.

1) The 90% Construction Documents shall fully define the construction.

2) The Specifications shall follow CSI standards, including the 49-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications.

3) The updated Project Schedule shall indicate the proposed completion. This task must also address the extent to which development actions affect current MDCR operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

Each time any portion of the Project Schedule is not met through no fault of the County, and/or a required submittal is incomplete, the Design-Builder must submit an Updated Project Schedule within seven (7) calendar days. Said Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are County-caused, the Design-Builder shall so state. The County must approve all updated Project Schedules.

The County and DCP shall review the 90% Construction Document submittal and return comments to the Design-Builder within fifteen (15) working days. The Design-Builder shall inform the County in writing within ten (10) working days how each comment will be addressed.

M. The 100% Construction Documents: The Design-Builder shall, based on the approved Design Criteria Package, the 90% Construction Documents, and all comments received from the County and DCP; prepare the 100% Construction Documents setting forth in detail the requirements for the construction of the Project. The Design-Builder shall submit for approval by the County eight (8) copies of the 100% Construction Documents: a disk containing the CADD drawings, the Specifications and an updated Project Schedule. The County and DCP shall review the documents for compliance with Design Criteria Package. The Design-Builder is responsible for complete coordination between the architectural and engineering disciplines and compliance of the Design and Construction Documents with the Design Criteria Package and all applicable Codes.

1) The 100% Construction Documents shall fully define the construction.

2) The Specifications shall follow CSI standards, including the 49-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications.

3) The updated Project Schedule shall indicate the proposed completion. This task must also address the extent to which development actions affect current MDCR operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

Each time any portion of the Project Schedule is not met through no fault of the County, and/or a required submittal is incomplete, the Design-Builder must submit an Updated Project Schedule within seven (7) calendar days. Said Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are County-caused, the Design-Builder shall so state. The County must approve all updated Project Schedules.

The County and DCP shall review the 100% Construction Document submittal and return comments to the Design-Builder within fifteen (15) working days. The Design-Builder shall inform the County in writing within ten (10) working days how each comment will be addressed.

N. The Design-Builder shall make all required changes and resolve all questions presented by the County and DCP and submit the revised 100% Construction Documents to the Port prior to submitting them to the regulatory authorities for review and permitting. Upon final approval by the regulatory agencies and the issuance of all required permits, the Design-Builder shall furnish two (2) sets of all drawings, a disk containing the CADD drawings and Specifications to the County.

11.2 Renderings

At approximately seventy-five percent (75%) completion of the Construction Documents, the Design-Builder shall submit a minimum of four (4) studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the County's selection of a perspective format, the Design-Builder shall submit three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective renderings in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the renderings and the electronic files of the renderings for County use.

11.3 No Payment to Correct Defective Plans

The Design-Builder shall not receive additional compensation, nor time extension(s), for revisions to drawings associated with changes to the contract due to corrections to defective plans for which the Design-Builder is responsible.

11.4 County's Ownership of Documents

The Design-Builder agrees that all notes, designs, drawings, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Design-Build Contract shall, upon payment to Design-Builder therefore, be the sole property of the County without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter. Design-Builder, however, shall retain a license to all models, photographs, schematics and renderings for purposes of marketing and advertising.

11.5 Reuse of Plans and Specifications

If the County elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the County's sole risk and holds the Design-Builder harmless for any liability arising out of any reuse of documents.

The Design-Builder shall bind all of its Subconsultants to the Design-Build Contract requirements for re-use of plans and specifications.

11.6 Errors and Omissions

A. It is specifically agreed that any construction changes categorized by the County, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Design-Builder will constitute an additional cost to the County that would not have been incurred without the error. Damages shall include extra costs to the County and delay damages caused by the error, omission or any combination thereof.

B. For any and all total damages to the County (excluding delay damages for which liquidated damages will be assessed) that may or may not result in a change order caused by Design-Builder's errors and/or omissions, the County shall recover the total cost of the damages from the Design-Builder. The County shall look to the Design-Builder and the Design-Builder's Professional and Design-Builder's Liability Insurance for the total cost of recovery including direct and indirect costs.

ARTICLE 12

PROSECUTION OF THE WORK

12.1 Workmanship and Unauthorized Work

A. Work under this Contract shall be performed in a skillful and workmanlike manner. The Design-Builder shall be solely responsible for means and methods and for the coordination of all trades through completion of the Work and without damage to the existing or newly installed components and surfaces. The Design Criteria Professional or County Representative may, in writing, require the Design-Builder to remove from the work site any employee the Design Criteria Professional or County Representative determines incompetent, careless or otherwise objectionable. Such request shall be at no cost to the County.

B. Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the County, and Extra Work done without a Work Order or Change Order, will be unauthorized work and the Design-Builder will receive no compensation therefor. If required by the County, unauthorized work shall be remedied, removed or replaced by the Design-Builder at the Design-Builder's expense. Upon failure of the Design-Builder to remedy, remove or replace unauthorized work, the County may at its discretion, remedy, remove or replace the unauthorized work and the Design-Builder shall bear the responsibility for any and all costs and for delays resulting from such work.

C. Work (which term includes but is not restricted to design, materials, workmanship and manufacture and fabrication of components) will be subject to review, inspection and tests by the County at all reasonable times and at all places prior to acceptance. Such review, inspection and test is for the sole benefit of County and shall not relieve the Design-Builder of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract Documents. Except to the extent specified in writing by the County, no review, inspection or test by the County shall be construed as constituting or implying acceptance. Reviewing, inspection or testing shall not relieve the Design-Builder of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of County after acceptance of the completed work.

D. The Design-Builder shall, at his own expense, replace any material or correct any workmanship found not to conform to the Contract requirements, unless County consents in writing to accept such material or workmanship with an appropriate adjustment in

Contract price. The Design-Builder shall promptly segregate and remove rejected material from the premises at his own expense.

E. If the Design-Builder does not within thirty (30) calendar days following written notice, commence replacement of rejected material or correct rejected workmanship, County (1) may, by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Design-Builder, (2) may terminate the Design-Builder's right to proceed in accordance with Article 16, or (3) stop the Work, or any portion thereof, until the cause for such order has been eliminated. These actions by County shall not result in an upward adjustment, in Contract price, or an extension in the time of performance.

F. The Design-Builder shall promptly furnish, at its own expense, all facilities, labor and materials needed for performing such safe and convenient inspections and tests as may be required in the Technical Specifications and/or required by the Design-Builder. The Design-Builder shall give the County ample notification of inspections and tests and the County will perform, except as otherwise specifically provided, said inspections and tests in such manner as not to unnecessarily delay the work. County will have the right to charge to the Design-Builder any additional cost of inspections or tests when material or workmanship is not ready at the time indicated in the Design-Builder's notification for inspection or test or when re-inspection or retest is necessitated by prior rejection.

Should it be considered necessary, before acceptance of the entire Work, to make an examination of work already completed, by removing or tearing out same, the Design-Builder shall, on request, promptly furnish all necessary labor and material. If such work is found to be defective or non-conforming in any material respect, due to the fault of the Design-Builder or its Subconsultants, or Subcontractors, it shall defray the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, a Contract change will be made in the Contract price to compensate the Design-Builder for the additional services involved in such examination and reconstruction. The equitable adjustment will be calculated in accordance with Force Account payment provisions in Article 15 of this Design Build Contract. If completion of the work has been delayed thereby, he will, in addition, be granted an equitable extension of time.

G. The County shall have access to the Work at any time. Work done and materials provided will be subject to the County's on-site and off-site inspection and approval. When work is to be performed during hours other than during its normal schedule, the Design-Builder shall so advise the County not less than 72 hours in advance. The Design-Builder shall, at all times, provide access to the Work for authorized representatives of County, the State and the Government.

H. The County's inspection and approval of work or materials shall not relieve the Design-Builder of any of his obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements of the Contract shall not be incorporated in the Work. Unsuitable or substandard work or materials may be rejected by the County, notwithstanding that such work or materials may have been previously inspected by the County, or that payment therefore has been included in a progress payment.

I. The Design-Builder shall allow access to authorized representatives of Federal, State and local governments, railroads and utilities for the purpose of observing the Work associated with their respective interests.

J. Plant Inspection: The County, State and Government may inspect the production of material and the manufacture of products, at the manufacturer's plant. The County, State and Government shall have free entry at all times to such parts of the plant as concern the manufacture or production of the materials. Adequate facilities shall be furnished to make the necessary inspection; however, the County will not be obligated to inspect materials at the source of supply. The responsibility of incorporating satisfactory materials in the Work rests entirely with the Design-Builder, notwithstanding any prior inspections or tests. The Design-Builder shall have appropriate provisions inserted in each subcontract or agreement he enters into to provide for in-plant inspection of the manufacture or production of materials by the County, State and Government.

K. The entire work and each part thereof, unless otherwise specified in the Contract Documents, shall be placed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Design- Builder shall provide all frames, forms, falsework, shoring, guides, anchors and temporary structures required to ensure these results.

L. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Design Criteria Professional and/or County, by Work Order or Change Order, which approved deviation(s) shall be documented to the extent required by the Contract Documents.

M. The Design-Builder shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

N. All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a high quality of work. Equipment used on any portion of the work shall be such that no damage to previously completed work, adjacent property, or existing facilities will result from its use.

O. When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Design Criteria Professional by Work Order or Change Order. If the Design-Builder desires to use a method or type of equipment other than specified in the Contract, he may request permission from the County Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Design-Builder will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the County Representative determines that the work produced does not meet Contract requirements, the Design-Builder shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Design- Builder shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the County Representative may direct at no additional cost to the County. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.

P. The Design-Builder shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Design Criteria Professional and the County Representatives and with other Design-Builders in every way possible.

Q. The Design-Builder warrants to the County that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the County Representative,

the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

12.2 Material

A. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Design-Builder may, at his option and, subject to the approval of the County Representative, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article or process as indicated below. The Design-Builder shall at all times comply with established Green Building or LEED standards, if applicable, and as established in the Contract Documents. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Design Criteria Professional determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the Contract Documents.

B. The Design Criteria Professional shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article or process. A proposed alternative shall be considered equivalent and/or functionally equal to that specified in the Contract Documents if, in the exercise of reasonable judgment, the Design Criteria Professional determines that the proposed alternative is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics, will reliably perform at least equally well the function and achieve the results imposed by the design concept and has a proven record of performance and availability.

C. If the Design Criteria Professional determines that a proposed alternative does not qualify as equivalent or functionally equal, the alternative may be proposed for consideration as a substitute subject to the Design-Builder submitting sufficient information as provided below to allow the Design Criteria Professional to determine that the proposed alternative is essentially equivalent to or better than the specified item and is an acceptable substitute for that said specified item.

D. The burden of proving the quality, suitability and cost of an alternative shall be borne by the Design-Builder. All information required by the County Representative in judging an alternative shall be supplied by the Design-Builder at the Design-Builder's expense. The Design Criteria Professional's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Design-Builder to the County. In the case of approved alternatives, the Design-Builder shall also reimburse the County for the County Representative's costs to revise the Contract Documents.

E. The Design-Builder certifies that, if approved and incorporated into the Work, there will be no increase in cost to the County or in Contract Time and the proposed alternative shall conform substantially to the detailed requirements of the item specified in the Contract Documents.

1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the Design-Builder's expense.

2) No action relating to the approval of alternative materials will be taken until the request for approval of the alternative materials is made in writing by the Design-Builder accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least 60 days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the Design-Builder.

3) The County Representative will examine and review the proposed alternative with the County and return it, within twenty-one (21) calendar days from the date of its receipt at the County Representative's office, to the Design-Builder noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the County's written approval. When requested by the County Representative, the Design-Builder shall resubmit such Shop Drawings, descriptive data and samples as may be required.

4) Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Design-Builders expense.

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

F. Source of Supply and Quality of Materials: The Design-Builder shall furnish all materials and products required to complete the Work except those designated to be furnished by the County.

1) Notwithstanding prior inspection and approval by the County Representative, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.

G. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract Documents.

H. Defective Materials: Design-Builder-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The

County may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Design-Builder.

I. Handling of Materials: Materials shall be transported, handled and stored by the Design-Builder in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

J. The County will have no responsibility to the Design-Builder concerning local material sources.

1) The Design-Builder shall make all necessary arrangements with the owners of material sources. The Design-Builder shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the County expressly agrees in writing to assume.

K. Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Design-Builder shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs therefore. Design-Builder shall comply with all local, state and federal requirements when disposing of waste and excess materials.

1) Prior to disposing of material outside the Work Site, the Design-Builder shall obtain written permission from the owner on whose property the disposal is to be made. The Design-Builder shall file with the County Representative said permit, or a certified copy thereof, together with a written release from the property owner absolving the County from any and all responsibility in connection with the disposal of material on said property.

L. Property Rights in Materials: The Design-Builder shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the County to the Design-Builder for materials delivered to the site of the Work, or stored subject to or under the control of the County, as provided in these Contract Documents. However, the Design- Builder shall be responsible for the security of the material on-site until Final Acceptance by the County.

12.3 Methods of Sampling and Testing

A. Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Design-Builder as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the County by a testing laboratory retained by the County. The Design- Builder shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Design-Builder. The Design-Builder shall give sufficient notification to the County Representative of the placing of orders for or receipt of materials to permit testing.

B. The County Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly. Should the County Representative conduct plant inspections, the following shall exist:

1) The County Representative shall have the cooperation and assistance of the Design-Builder and the producer with whom he has contracted for materials.

2) The County Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.

3) If required by the County Representative, the Design-Builder shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

C. It is understood and agreed that the County shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The County Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Design-Builder if it results in a rejected material.

12.4 Meetings

A. A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Design-Builder and its major Subconsultants and Subcontractors shall be required to attend this meeting. The Design-Builder will be advised of the time, date and location of the meeting.

B. During the design portion of the Work, the Design-Builder shall coordinate monthly Design Review/Coordination Meetings as directed by the County and/or the Design Criteria Professional. The meetings shall be attended by the Design-Builder's Designated Representative, subconsultants as needed, and the Design Criteria Professional at a time and location determined by the County and/or the Design Criteria Professional.

C. During the construction portion of the Work, the Design-Builder shall attend weekly Construction Coordination meetings as directed by the County and/or the County Representative. The meetings shall be attended by the Design- Builder's Designated Representative, subcontractors as needed, and the Design Criteria Professional at a time and location determined by the County and/or the County Representative.

D. Unless otherwise provided for in these Contract Documents, the Design- Builder shall be responsible for generating and distributing meeting minutes for all such meetings.

12.5 Permits and Compliance with Laws

A. Unless otherwise provided for in these Contract Documents, the Design- Builder shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. (For payment of permit(s), see Special Provisions). No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the County or its agents are required to the Contract Drawings due to changes in codes, regulations and applicable contract standards during the contract term. The Design-Builder agrees that permitting agencies shall be considered the sole interpreter of the applicable codes, regulations and permit requirements and the Design-Builder shall be bound and shall comply with all their decisions. See Special Provisions for additional permit requirements. The Design-Builder shall provide the County with copies of all approved permits as they are obtained by the Design-Builder and prior to starting work governed by the permits.

B. The County shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the Design-Builder. The cost of such permits will exclude any Design-Builder engineering or design, technical support, administrative and incidental cost which shall be included elsewhere by the Design-Builder in the Contract Price. The Design-Builder shall protect, indemnify and hold harmless the Federal, State, County and municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the Design-Builder, its employees, agents or subconsultants and subcontractors. For the avoidance of doubt, the County will not pay or reimburse the Design-Builder for any penalties relating to his permits or fees as a result of the Design-Builder's failure to timely obtain all his permits, inspections, approvals, etc.

C. Dewatering of excavations shall be performed in accordance with the applicable provisions of the Department of Environmental Resources Management (DERM), Florida Department of Environmental Protection (DEP),

U.S. Environmental Protection Agency (USEPA), the South Florida Water Management District (SFWMD), and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Design- Builder who shall bear the full cost of same as part of the contract price.

D. All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.

E. Upon completion of all of the work contemplated under the Contract Documents, the Design-Builder shall obtain and deliver to the County Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.

F. The Design-Builder shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The Design-Builder is further directed to Section 10-38 of the Miami-Dade County Code which provides for the debarment of County contractors.

12.6 Coordination and Access

A. Other Contracts: The County may undertake or award other contracts for additional work, and the Design-Builder shall fully cooperate and coordinate with other Contractors and the County and carefully fit his own work to such additional work. The Design-Builder shall not perform any act which will interfere with the performance of work by any other contractor or by the County. The Design-Builder shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the County. The County Representative shall have the authority to resolve conflicts related to coordination between Contractors.

B. In the event of interference between the work of the Design-Builder and other contractors working concurrently at the Site, the County Representative will instruct the Design-Builder as to which work has priority in performance and such instructions shall be binding upon the Design-Builder.

C. Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

12.7 Rights in Land and Improvements

A. The Design-Builder shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work Site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the County and any property owner, former property owner or tenant of such land, structure or building. The Design-Builder shall not occupy County-owned property outside the Work Site without obtaining prior written approval from the County.

12.8 Interference With Existing Utilities

A. The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Design-Builder only, and no responsibility is assumed by the County, MDCR or other County departments or Agencies furnishing information for their accuracy or completeness. The Design-Builder shall explore any particular portion of the Work sufficiently ahead of the Work to allow time for any necessary adjustments or relocations without delay to the progress of the installation.

B. Attention of the Design-Builder is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures. Special care needs to be taken so as not to disrupt any utility service serving other MDCR operations prior to the demolition of any phase of the Project.

C. Before commencing work in any given area, the Design-Builder shall contact utility companies to identify any potential conflicts. Further, the Design-Builder shall also carefully review the Plans, survey and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures that may be shown on the Plans are for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Design-Builder to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Design-Builder shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings, before excavation work is commenced in any particular location. To this end the Design-Builder shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground utilities or structures. The Design-Builder shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the County Representative and maintain above ground physical identification during the work.

D. In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Design-Builder's operations, the Design-Builder shall take immediate steps to repair or replace all damage and to restore all services. Further, the Design-Builder shall engage any additional outside services which may be necessary to prosecute repairs on a

continuous "around the clock" basis (24 hours a day) until services are restored. The Design-Builder shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Design-Builder's work shall be borne by the Design-Builder and the Design-Builder shall be fully responsible for any and all claims (including from third parties) resulting from the damage.

12.9 Protection of Existing Facilities, Vegetation, Structures, Utilities and Improvements

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

B. The Design-Builder shall protect from damage all utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the County Representative, the Design-Builder fails to or refuses to repair any such damage promptly, the County may have the necessary Work performed and charge the cost thereof to the Design-Builder.

C. At points where the Design-Builder's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Design-Builder. The Design-Builder shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Design- Builder's operations.

1) Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Design-Builder. If the Design-Builder wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Design-Builder shall keep the County Representative advised of temporary relocation arrangements.

2) The Design-Builder shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Design-Builder shall obtain the name, address and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the County Representative said names, addresses and telephone numbers.

D. The Design-Builder shall comply with the latest version of the Florida Building Code. Design Builder shall present to the County for approval any cost impact due to the implementation of a Florida Building Code different than the version in effect at the time of the date of receipt of Design-Builder's Proposal.

E. In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Design-Builder, the Government, State, the County and the County Representative in respect thereto, the Design-Builder shall cause

a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Design-Builder to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The County Representative will attend while the Design-Builder makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Design-Builder, County and the County Representative and one copy will be delivered to the County, one to the County Representative and one will be retained by the Design-Builder. At such time as the County Representative may direct, or upon the filling of the verified statement by the owner, tenant, lessee, operator or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the County Representative might affect the abutting property, the Design-Builder will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Design-Builder and one copy will be delivered to the County, one to the County Representative and one will be retained by the Design-Builder. In any action, which may be brought by any owner, tenant, lessee, operator or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record Of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.

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

12.10 Damage to the Work and Responsibility for Materials

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

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

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

D. The Design-Builder's responsibility for material shall be the same for County-furnished material, upon receipt of said material from the County, under this Contract as for Design-Builder-furnished material.

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

1) Early possession by the County of any portion of the Work, in accordance with the Contract Documents.

2) This Paragraph does not relieve the Design-Builder of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements.

12.11 Emergencies

A. In an emergency affecting the safety of life, the Work, or adjacent property, the Design-Builder shall notify the County Representative as early as possible that an emergency exists. In the meantime, without special instruction from the County Representative as to the manner of dealing with the emergency, the Design-Builder shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the County Representative may issue instructions, which the Design-Builder shall follow. The compensation to which the Design-Builder is entitled on account of emergency work, if any, shall be limited to emergencies not caused by actions or inactions of the Design-Builder determined in accordance with the Contract Documents, where applicable.

B. For purposes of this article, an emergency is defined as an act or event that has already occurred, not caused by actions or inactions of the Design-Builder, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the Design- Builder to protect the Work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the Design-Builder may make prior to storms or hurricanes or other acts of God.

12.12 Accident Prevention

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

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

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

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

C. To provide for maximum safety and security, Design-Builder shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, and boarding to protect life and property during the period of construction.

D. Upon notification from the County or its representative(s), the Design-Builder shall promptly correct any deficiencies affecting the safety and wellbeing of the construction workers and the public that have been identified by the notice.

E. Should a situation of Imminent Danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent Danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the County. The Design-Builder will not be entitled to future claims alleging impacts caused by the County stoppage of the Work due to safety reasons.

12.13 Warranty of Work

A. Except where longer periods of warranty are indicated for certain items in the Contract Documents, the Design-Builder warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the County takes possession of prior to the date of Substantial Completion, such a period shall commence on the date the County takes possession. Upon receiving notification from the County or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Design-Builder shall immediately remedy, repair, or replace, without cost to the County or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Design-Builder will not relieve him of any obligation under the Contract.

B. The Design-Builder, at no additional expense to the County, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Design-Builder fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the County will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Design-Builder's pay request or Payment and Performance Bond if final payment has been made.

C. The Design-Builder will correct all latent defects discovered within ten (10) years after the date of Substantial Completion provided that the County shall notify the Design-Builder of each latent defect within the time specified by law. The Design-Builder, without prejudice to the terms of the Contract, shall be liable to the County for all damages sustained by the County resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Design-Builder fails to act within ten (10) days following written notice, the County reserves the right to have the work performed by others at the expense of the Design-Builder, and the Design-Builder agrees to pay the County the reasonable cost associated with procurement, implementation and management thereof upon demand. The County shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Design Builder's refusal to pay the above costs.

D. Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Design- Builder for the benefit of the County provided that, if directed by the County, the Design-Builder requires such subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the County.

E. The rights and remedies of the County provided in this article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

F. Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the County, its agents or other public body, utility or railroad to which ownership has been transferred.

12.14 Environmental

A. The Design-Builder must perform all work required for the prevention of environmental pollution during and as a result of construction. Environmental pollution requires consideration of air, water and land. Design-Builder shall comply with all applicable, current Federal, State and local laws and regulations concerning environmental pollution control and abatement. Additionally, Design-Builder shall:

1) Not pollute the storm drainage system, overland drainage courses, parking lot surfaces and surrounding land with fuels, oils, bitumen, calcium chloride, acid construction wastes or other harmful materials.

2) Provide for appropriate erosion and sediment control in accordance with applicable laws and Regulations to include County requirements, Miami- Dade County and State of Florida published Environmental Quality standards.

3) Prevent debris from entering the existing drainage system.

4) Burning will not be permitted on the project site.

5) Maintain all work areas reasonably free from dust that will contribute to air pollution. Dust control will be performed as work proceeds.

6) See environmental information that may be contained in the Contract Documents.

12.15 Hazardous Conditions

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

Upon receiving notice of the presence of suspected Hazardous Conditions, County shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include County retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that County must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may

include having the Design-Builder construct through or remove the hazardous material as a part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 15.

Design-Builder shall be obligated to resume work at the affected area of the Project only after County's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi- government entities having jurisdiction over the affected Work Site or that the materials were found not to be hazardous.

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

To the fullest extent permitted by law, County shall indemnify, defend and hold harmless Design-Builder, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, Director's, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work Site.

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

ARTICLE 13

CONTRACT TIME

13.1 Notice to Proceed

A. The County may issue the Design-Builder authorization to begin design development and obtain permits after the Design-Builder has executed the Contract and has delivered the specified bonds and certificates of insurance in forms acceptable to the County.

B. Any Work performed by the Design-Builder prior to Notice-To-Proceed shall be at the Design-Builder's own risk and shall not be considered as the basis for any claim.

13.2 Schedules

A. The Design-Builder shall provide, maintain, and periodically update schedules in strict accordance with the Contract Documents.

B. The Design-Builder shall prosecute the Work in accordance with the approved baseline Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Design-Builder shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the County. In addition, the Design-Builder shall revise his schedule to reflect these recovery actions and submit it to the County for review and approval it being understood that such approval will be as to the format and composition of the schedule and not the Design-Builder's means and methods.

Additional costs resulting therefrom will be borne by the Design- Builder. Delayed progress is defined as:

1) A delay in the start or finish of any activity on the critical path (critical path is defined as the path with the least amount of float) of the approved baseline schedule or most recently approved revision to the baseline; or

2) A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or

3) A projected completion date shown on a schedule update which is later than the contractual completion date; or

4) Any combination of the above.

C. Failure of the Design-Builder to comply with the requirements under this provision will be grounds for determination that the Design-Builder is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, and subject to the notice and opportunity to cure provisions of this Agreement, the County may terminate the Design-Builder's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the Design-Builder's estimation, the cause(s) of delay are beyond the Design-Builder's control, the Design-Builder shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.

D. The Design-Builder shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Design-Builder or its subcontractors of any tier shall be the responsibility of the Design-Builder, except for inefficiencies and lack of productivity caused, in whole or in part, by the actions or inactions of the Owner or its agents. No reimbursement of such costs can be requested by or granted to the Design-Builder or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the County or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Design-Builder as a result of Extra Work added to the Contract scope of work.

13.3 Extensions of Time and Classification of Types of Delays

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

1) Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the Design- Builder due to the Design-

Builder's fault or negligence or its own inefficiencies or problems, due to its inability to coordinate subcontractors and/or other flaws in its planning. In these types of delays the Design- Builder is not entitled to extra time or compensation and the County may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.

2) Excusable delays are those delays to the critical path beyond the Design- Builder's control and without the active interference of the County, such as extreme weather (force majeure), strikes and delays caused by third parties (i.e. not the Design-Builder or the County). Design-Builder is granted a time extension but no additional compensation for the extended time of performance for excusable delays. Notwithstanding the foregoing, in the sole discretion of the County, any delays caused by the effects of the COVID-19 disease, may be deemed excusable by the County, but if so deemed shall in no way be deemed compensable; without limiting the foregoing, if the delays are caused, contributed to, or exacerbated by the Design-Builder's failure to implement and/or enforce health safety measures as required by this Contract (in which case any such delays shall be treated as non-excusable delays), any such delays shall be treated as non-excusable delays.

3) Compensable delays are delays to the critical path caused by active interference or participation of the County or County's Representative. Examples of compensable delays are failure of the County to provide right-of-way, introducing late design changes, late review of shop drawings by the County or the County Representative and failure of the County to coordinate the work of various prime Design-Builders. In the case of a compensable delay, the compensation for the extended period of performance may cover, in addition to the direct cost due as a result of the changes, Liquidated Indirect Costs as specified in the Contract Documents.

4) Concurrent delays involve two or more delays to the critical path occurring at the same time. Any of these delays, had it occurred alone would have affected the end date of the Project. In that event, the Design-Builder's sole remedy is a time extension and relief of Liquidated Damages with no compensation for extended cost for the concurrency delay period.

5) The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:

   a. EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE

      DELAY. For excusable delays concurrent with non-excusable delays, the Design-Builder is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay if more severe than the norm per the Contract) but the excavation equipment was down for repairs (non-excusable delays).

   b. COMPENSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE

      DELAY. For compensable delays concurrent with non-excusable delays, the Design-Builder is entitled to a time extension only. For example, if the County introduces a design change for a beam but the Design-Builder is not prepared to construct said beam. This would be an example of a compensable delay (County introducing design change on the beam) concurrent with a non-excusable delay (Design-Builder not being prepared to construct the beam).

c. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Design-Builder is entitled to a time extension only. For example, the County does not provide the necessary right-of-way to begin construction (compensable delay) but the Design-Builder's forces are on strike (excusable delay).

B. Time Extensions: The Design-Builder may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from a Force Majeure as defined in the Contract, and provided further that the Design-Builder has taken reasonable precautions to prevent further delays owing to such causes, and has given to the County Representative immediate verbal notification, with written confirmation within 48 hours, of the cause or causes of delay. Within thirty (30) days after the end of the delay, the Design-Builder shall furnish the County Representative with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims. The County will ascertain the facts and the extent of the delay and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.

1) Weather more severe than the norm shall be considered as per the definition of Force Majeure in the Contract.

2) An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except County-furnished materials, unless the Design-Builder furnishes to the County Representative documentary proof that he has diligently made reasonable efforts to obtain such materials from every known source within reasonable reach of the Work. The Design-Builder shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the County Representative that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

C. Delays Caused by County Representative, Design Criteria Professional and/or the County: If the Design-Builder's performance of the Work along the critical path is delayed by any condition or action directly caused by the County, and which was not foreseeable by the Design-Builder at the time the Contract was entered into, the Design-Builder shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Design-Builder shall cooperate with the County and use its best efforts to minimize the impact on the schedule of any such delay. In instances where a Contract change extends the Contract beyond the completion date, the Design-Builder may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Design-Builder-caused delays. If

a delay on the part of the County is concurrent, that is, if it occurs at the same time as a Design- Builder-caused delay, the County-caused delay shall be considered an excusable delay for the portion of the County-caused delay which is concurrent with the Design-Builder-caused delay.

D. Delays Beyond Design-Builder's Control Not Caused by County Representative, Design Criteria Professional and/ or the County: If Design- Builder's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Design- Builder and not caused by the County, and which was not foreseeable by Design-Builder at the time this Contract was entered into, Design-Builder shall, provide immediate verbal notification with written notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. Within two (2) calendars days of the termination of any such delay, Design-Builder shall file a written notice with the County Representative specifying the actual duration of the delay. If the County determines that the delay was beyond the control and without the fault or negligence of the Design- Builder and not foreseeable by the Design-Builder at the time this Contract was entered into, the County will determine the duration of the delay and may extend the time of performance of this Contract provided, however, that Design- Builder shall cooperate with the County and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable and the Design-Builder shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Design- Builder's sole remedy for such delays.

E. With respect to permitting delays caused by the authority having jurisdiction, the Design-Builder shall only be permitted a non-compensable time extension where the permitting delays caused by the authority having jurisdiction (1) exceed thirty (30) days in the aggregate over the course of the Project; (2) are on the critical path of the Project and not concurrent with other delays that are the fault of the Design-Builder; and (3) are the result of the "Extraordinary Acts" of the permitting agency with jurisdiction. For the purpose of this paragraph, an act of the permitting agency with jurisdiction shall be considered "extraordinary" only if (1) it should not and could not have been anticipated by the Design-Builder based on the Design-Builder's own experience or industry standards and (2) the County determines that the act(s) qualify as "extraordinary" in the reasonable exercise of its discretion. By way of example, for acts of the permitting agency that would be "extraordinary" for purposes of this provision include, but are not limited to, an act of Force Majeure that results in the unavailability of the permitting agency (either in whole or to necessary personnel) or unforeseeable and/or unknown personnel issues resulting in unavailability of necessary permitting agency personnel. By further example, "extraordinary acts" shall not include substitution of reviewing personnel during the course of permit reviews or at any other time during the Project or any matter arising out of or relating to the interpretation and enforcement of applicable codes.

F. In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property will not be considered an County-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:

1) The Design-Builder has, in accordance with this article, given to the County Representative immediate verbal justification, with written confirmation within forty-eight (48) hours of the delay; and

2) The Design-Builder establishes, to the satisfaction of the County Representative, that:

   a. The delay was caused directly by an act or omission by the owner of the adjoining property; and

   b. The Design-Builder has taken reasonable precautions and has made substantial effort to minimize the delay.

G. A Change Order will be furnished to the Design-Builder within a reasonable period of time, after approval by the Board of County Commissioners, of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, if any, only the Board of County Commissioners shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents.

H. See also applicable section of Contract Documents related to termination.

I. For the proper format to be used in submitting requests or claims for time extensions, refer to applicable sections of the Contract Documents.

J. Extensions of time shall be substantially in accordance with Section 9-3 of the Code of Miami-Dade County, as applicable.

13.4 Substantial Completion and Final Acceptance

A. Substantial Completion shall be as defined in the Contract.

B. When the Design-Builder believes that all the Work or designated portion thereof required by the contract is substantially completed, the Design-Builder shall submit to the County Representative a request for Substantial Completion inspection. The Design-Builder, the County Representative, subconsultants, and the County shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a "Punch List." If the County Representative and the County indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Design-Builder. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for the Punch List shall not be greater than sixty (60) days from the date of issuance of the Certificate of Substantial Completion, unless a longer period is agreed.

C. If any of the conditions listed in this article are not met and the Work has not been completed, or the Design-Builder determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Design-Builder shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until

Substantial Completion is declared. However, costs incurred by the County for any inspections beyond a second inspection will be charged back to the Design-Builder.

D. In the event the Design-Builder fails to achieve Substantial Completion within the period specified in the Contract for completion, the Design-Builder shall be liable for Liquidated Damages and the County has, as its option, the right to, after ten (10) calendar days' notice to the Design-Builder, have the work performed by others and backcharge the Design-Builder for all Direct and Indirect Costs related to performing this work. The applicable Liquidated Damages would continue until the expiration of the ten (10) calendar day notice to the Design-Builder that the County will have the work performed by others. The Punch List and the Contract shall remain open until all work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any backcharges, after which, any surplus retainage will be released to the Design-Builder. If the retainage is insufficient to cover the Liquidated Damages and any backcharge, the County will bill the Design- Builder for the balance and the Design-Builder shall promptly remit to the County an amount equal to the billing.

E. Final Completion shall be as defined in the Contract.

F. Should the County and/or County Representative inspection find that Work is incomplete, he will promptly notify the Design-Builder in writing listing all observed deficiencies. The Design-Builder shall be responsible for all Direct and Indirect Costs to the County resulting from the Design-Builder's failure to complete the Punch List items within the time allowed for completion.

G. The Design-Builder shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the County Representative will notify the Design-Builder in writing of Final Acceptance as of the date of this final inspection.

H. Prior to Final Acceptance, the Design-Builder shall deliver to the County Representative complete As-Builts, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

I. Upon notification of Final Acceptance to the Design-Builder, the County Representative will request and consider closeout submittals from the Design- Builder including but not limited to the final Design-Builder's Affidavit and Release of All Claims.

J. The Design-Builder, without prejudice to the terms of the Contract, shall be liable to the County for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guaranty.

K. Re-Inspection Fees: Should the status of completion of the Work require re- inspection of the Work by the County and the County Representative due to failure of the Work to comply with the Design-Builder's representations regarding the completion of the Work, the County will deduct from the final payment to the Design-Builder, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

13.5 Use and Possession

The County shall have the right to beneficially occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be

deemed an acceptance of work not completed in accordance with the Contract. While the County is in such possession, the Design-Builder, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to the Work other than that resulting from the Design-Builder's fault or negligence or breach of warranty. If such prior possession or use by the County delays the progress of the Work or causes additional expense to the Design-Builder, a Contract change in the Contract price or the time of completion will be made and the Contract will be modified in writing accordingly.

13.6 Liquidated Damages and Liquidated Indirect Costs

A. The parties to the Contract agree that time in the completion of the Work is of the essence. The County and the Design-Builder recognize and agree that the precise amount of for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Design-Builder shall be assessed Liquidated Damages in the amount of $8,000.00 a day as per RDBS section 1.3.for each Day that individual milestones, both interim and cumulative as specified in the Contract, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the County for expenses which are difficult to quantify with any certainty and which were incurred by the County due to the delay. The amount of Liquidated Damages assessed shall be $8,000.00, as stipulated in the RDBS section 1.3, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.

B. The County and the Design-Builder recognize and agree that the precise amount of the Design-Builder's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Design-Builder shall be assessed on a daily basis for each Day the Contract Time is delayed due to compensable delay. These Liquidated Indirect Costs shall be paid to compensate the Design-Builder for all indirect expenses caused by the compensable excusable delay including, but not be limited to, all profit, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity, extended general conditions, time- related costs and all other indirect costs incurred by Design-Builder or its Subcontractors, materialmen, suppliers and vendors. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.

C. The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents (13.6.B) per day for each day the Contract is delayed due to compensable excusable delay. The County's determinations as to whether Contractor's claimed delay is excusable and therefore compensable, and the amount of Liquidated Indirect Costs recoverable shall be made by the County no later than thirty (30) days following Contractor's submission of its Claim, unless the Parties stipulate to additional time.

D. In the event the Design-Builder fails to perform any other covenant or condition (other than time-related) of this Contract relating to the Work, the Design- Builder shall become liable to the County for any actual damages which the County may sustain as a result of such failure on the part of the Design-Builder. The County reserves the right to retain these amounts from monies due the Design-Builder.

E. Nothing in this article shall be construed as limiting the right of the County to terminate the Contract and/or to require the Surety to complete said Project and/or to claim damages for the failure of the Design-Builder to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

ARTICLE 14

PAYMENTS

14.1 Payments

A. The Design-Builder shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.

B. The County will make progress payments monthly as the work proceeds. Unless the Contract Documents provide for the payment to be determined by using a cost-loaded CPM, the Design-Builder shall, within 45 calendar days after Notice- to-Proceed, furnish a Schedule of Values for review and approval by the County consisting of a detailed cost breakdown of each lump sum bid item in the bid form in such detail as the County Representative shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Design-Builder to each individual Subcontractor.

1) The unit prices shall be in proper balance and shall be subject to approval by the County. In the preparation of estimates, the County, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Design- Builder at locations other than the Work Site may also be taken into consideration under this article when the Design-Builder furnishes satisfactory evidence that it will be utilized on the work covered by this Contract.

C. Retainage shall apply only to the Construction Portion of the Contract. All reference to percentages shall also only apply to the Construction phase. Notwithstanding the same, there shall be no retainage on costs of General Conditions, General Requirements, Insurance or Bond premiums; owner-direct material, equipment and appliance purchases; or fees chargeable by Design- Builder's design professionals at any time. In making such progress payments, five-percent (5%) of the estimated amount shall be retained from each progress payment made to the Design-Builder until Fifty-Percent (50%) Completion of the work has been established. Fifty Percent (50%) completion is defined as the point in time when at least 50% of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the County Representative. At this point, the retainage amount withheld from each subsequent progress payment shall be reduced by 50% or not to exceed two and a half (2.5%) and the accumulated excess amount of retainage will be released to the Design-Builder, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the County or Design-Builder. If, at the discretion of the County, any time after Fifty Percent (50%) Completion of the work has been established, the County finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, the

County, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Design-Builder all or a portion of such excess amount.

D. Material and work covered by progress payments shall become the sole property of the County. This provision shall not be construed as relieving the Design-Builder from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the County to require the fulfillment of the terms of the Contract.

E. Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.

   1) The Design-Builder's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, materialmen and suppliers. The Design-Builder shall remit payment due to subcontractors within ten (10) days after the Design-Builders' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.

F. No progress payments will knowingly be made for work not in accordance with this Contract. In the event that the County has paid for work not in accordance with this Design-Build Contract, the County shall be entitled to demand, and the Design-Builder shall return, a full reimbursement of such payments to the County.

G. Applications for progress payments shall be in the format and detail as prescribed by the County. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the Design-Builder as well as the amount to be paid to each of the Design-Builder's Subcontractors and suppliers. The Design-Builder shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost- reimbursable basis will, under procedures of the County, be subject to the County's audit review of the Design-Builder's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the Design-Builder has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the Design-Builder shall maintain and make available for audit inspection and copying by the County, State and the Government and their authorized representatives, all records subject to audit review.

H. For the purpose of processing progress payment applications, the Design-Builder will be assigned a specific pay application period ending date by the County which will apply to each calendar month throughout the course of the contract until the final application. The Design-Builder will be notified of their contract's pay application period ending date at the Post Award meeting. Twenty-five (25) days after the Contract Execution, the Design-Builder shall provide a draft AIA/SOV for the month and perform a walk through with the County's Representative and redline the AIA/SOV. The Design-Builder may then submit a complete package to t MDCR's Contracts Administration Department for processing. The package shall include the following documents (samples attached):

1) AIA/SOV Application for Payment

2) Invoice (On Company Letterhead) with the following breakdown:

3) Base Amount This Period

4) Contingency Allowance Draw Amount This Period

5) Dedicated Allowance Draw Amount This Period

6) Subtotal

7) Retainage

8) Total

9) Copy of Change Order with Full Backup

10) Copy of Contingency and/or Dedicated Allowance Draw(s) with Full Backup (if applicable)

11) Certificate of Contractor Affidavit – (Not applicable for Payment Requisition #1)

12) List of Subcontractor(s)/Supplier(s)

13) Copy of List of Subcontractor(s)/Supplier(s) from the Previous Payment Requisition – (Not applicable for Payment Requisition #1)

14) Partial/Final Unconditioned Release of Claim under Miami-Dade County Standard Form (Not applicable for Payment Requisition #1)

15) Subcontractor's/Supplier's Unconditioned Partial/Final Release of Claim under Miami-Dade County Standard Form (if applicable) (Not applicable for Payment Requisition #1)

16) Updated Progress Schedule (subject to review and approval by the County prior to processing the payment application)

17) Progress Photos/Videos (if any)

18) Payment Application Submission Checklist

19) Any other item as the County may reasonable request

I. The County, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the County Representative, based on actual invoice costs to the Design- Builder, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the County. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:

1) The material has been stored and stockpiled in a manner acceptable to the County Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the County Representative. If such materials are stored outside Miami-Dade County, the Design-Builder shall accept responsibility

for and pay all personal and property taxes that may be levied against the County by any state or subdivision thereof on account of such storage of such material. The County will permit the Design-Builder, at his own expense, to contest the validity of any such tax levied against the County and in the event of any judgment or decree of a court against the County, the Design-Builder agrees to pay same.

2) The Design-Builder has furnished the County Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

3) The Design-Builder has furnished the County Representative with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the County.

4) The Design-Builder has furnished the County legal title (free of debts, claims, liens, mortgages, taxes or encumbrances of any kind) to the material so stored and stockpiled and subject only to the County's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the County. The Design-Builder at his own expense shall mark such material as the property of the County and shall take such other steps, if any, the County may require or regard as necessary to vest title in the County to such material.

5) The Design-Builder has furnished the County evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged or unsatisfactory shall be deducted from succeeding applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the County.

6) It is understood and agreed that the transfer of title and the County's payment for such stored or stockpiled materials shall in no way relieve the Design-Builder of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive County's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.

7) In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the Design-Builder and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed seventy percent (70%) of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.

8) No partial payment will be made for stored or stockpiled living or perishable plant materials.

9) The Design-Builder shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.

10) Materials may be subject to being purchased by the County directly under the County's "Direct Material Purchase Program" and installed by the Design-Builder, as applicable, in accordance with the Special Provisions.

J. Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:

1) The General Requirements Lump Sum amount shall be paid in proportion to the total percent of completion.

2) The Design-Builder will be reimbursed for the direct (actual) Bond and Insurance costs upon presentation of an invoice and paid receipt/cancelled check, showing that the Design-Builder has paid them.

3) The County reserves its right to withhold payment for General Requirements, in whole or in part.

K. In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:

1) Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,

2) Reasonable indication that the Work will not be completed within the Contract Time,

3) Damage to another Design-Builder or contractor

4) Unsatisfactory prosecution of the Work by the Design-Builder,

5) Failure of the Design-Builder, or his Subcontractors, to pay wage rates, when applicable as required by the Contract.

6) In the event the Surety on the Performance and Payment Bond provided by the Design-Builder becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Design-Builder provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.

7) If any work or material is discovered which, in the opinion of either the Design Criteria Professional or the County Representative, is defective, or should a reasonable doubt arise on the part of the either the Design Criteria Professional or the County Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first subsequent application for payment after the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.

L. Each contractor and every low-tier subcontractor is required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web- based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development ("SBD"), a

division of the Internal Services Department. The use of the system is mandatory, pursuant to Miami-Dade County Ordinance No. 18-33.

M. Failure to comply with the insurance requirements listed in the Contract Documents may result in the County's withholding or delaying payment to the Design-Builder.

14.2 Taxes

A. Except as may be otherwise provided for in the Contract Documents, the price or prices bid for the Work shall include full compensation for all federal, state, local and foreign taxes, fees and duties that the Design-Builder is or may be required to pay and the Design-Builder shall be responsible for the payment thereof during the prosecution of the work.

B. The Design-Builder's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Design-Builder shall not collect taxes upon making delivery to the County.

C. The County, at its sole discretion, upon request of the Design-Builder and where appropriate, may furnish to the Design-Builder appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the agreement and from which the County is exempt.

14.3 Payments to Subcontractors and Suppliers

A. The Design-Builder shall pay all Subcontractors for and on account of work performed by such Subcontractors in accordance with the terms of their respective subcontracts and in accordance with Ordinance Nos. 94-40, and 02- 29, Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.

B. Before the Design-Builder can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the County Representative with duly executed unconditional release of claim from all subcontractors in privity with Design-Builder whose Subcontract value is in excess of $100,000 and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the Design-Builder may, at the County's sole discretion after the Design-Builder demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.

C. The Design-Builder's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. The Subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the County Representative to return the invoice to the Design-Builder until such time as the Design-Builder properly submits the information.

14.4 Contract Prices – Bid Form or Schedule of Values (SOV)

Payment for the various Bid Items listed in the Bid Form or County-approved Schedule of Values shall constitute full compensation for furnishing plant, labor, equipment, appliances

and materials and for performing operations required to complete the Work in conformity with the Contract Documents. All costs for work shown or indicated by the Contract Documents, although not specifically provided for by a Bid Item in the Bid Form, or the SOV shall be included in the most appropriate Bid Item price for the items listed. Except for the relief provided by the applicable section of the Contract Documents governing Differing Site Conditions, the Design-Builder will not be entitled to additional compensation for providing an activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

14.5 Final Payment

A. After the Work has been accepted by the County, subject to the provisions of the Contract Documents, a final payment will be made as follows:

1) Prior to Final Acceptance of the Work, the Design-Builder shall prepare and submit a proposed final application for payment to the County Representative showing the proposed total amount due the Design-Builder, segregated as to Bid Item quantities or SOV, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Design-Builder intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.

2) The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be approved for disbursement. The package shall include the following documents (samples will be provided by the County):

a. Design-Builder AIA Application for Payment (with 0% Retainage)

b. Design-Builder Invoice (On Company Letterhead) with the following breakdown:

c. Base Amount this Period

d. Contingency Allowance Draw Amount This Period

e. Dedicated Allowance Draw Amount This Period

f. Subtotal

g. Retainage

h. Total

i. Copy of Change Order with Full Backup (Make sure the Purchase Order has been previously increased) (if applicable)

j. Copy of Contingency and/or Dedicated Allowance Draw(s) with Full Backup (if applicable)

k. Certificate of Design-Builder Affidavit

l. List of Subcontractor(s)/Supplier(s)

m. Copy of List of Subcontractor(s)/Supplier(s) from the Previous Payment Requisition – see form attached

n. Design-Builder's Partial/Final Release of Claim under Dade County Standard Form

o. Subcontractor's/Supplier's Final Release of Claim under Dade County Standard Form (if applicable)

p. Updated Progress Schedule

q. Progress Photos/Videos (if any)

r. Subcontractor Payment Report (Sub 200 Form) (if there were no Subcontractor(s), fill out the upper part and sign and write "Not Applicable" on the table where you have to list the Subcontractors)

s. Substantial Completion Certificate

t. Certificate of Final Completion {not applicable if the Substantial Completion Certificate was issued with no required punch list item(s)}

u. Warranties (made to Miami Dade County) and starting from the "Substantial Completion Date" or the "Final Acceptance Date" (if applicable)

v. Certificate of Occupancy / Certificate of Final Completion {Proof that all permits are closed} (if applicable)

w. As-Builts (Hard Copies & CDs)

x. Operational & Maintenance (O&M) Manual(s) (if applicable)

y. Payment Application Submission Checklist

3) The Design-Builder must provide the County's Representative with the Design-Builder's Invoice and all required documentation, i.e., one (1) Certificate of Design-Builder for the previous application and a Final Certificate of Design-Builder, and two (2) Affidavit and Final Release from all Subcontractors and Suppliers.

4) Once a complete package of duly executed documents has been submitted, and accepted by MDCR, the package will be processed for payment. Design-Builder will be permitted to sign the final application. Should the Design-Builder fail to provide the County's Representative with all of the required documentation cited above the Design-Builder may be held in default due to such delay.

5) The County will review the Design-Builder's proposed final application for payment and necessary changes, or corrections will be forwarded to the Design-Builder. Within 10 days thereafter, the Design-Builder shall submit a final application for payment incorporating changes or corrections made by the County Representative together with additional claims resulting therefrom. Upon approval by the County, the corrected proposed final application for payment will become the approved final application for payment.

6) If the Design-Builder files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the County

Representative and the County, and agreements are reached on all questions regarding the final application for payment, the County, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.

7) Upon final determination of any and all claims, the County, in exchange for properly executed close-out documents in formats acceptable to the County, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.

8) The release from the Design-Builder will be from any claims arising from the Work under the Contract. If the Design-Builder's claim to amounts payable under the Contract has been authorized by the County for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.

9) Final payment will be made within 90 days after approval of the final notice and resolution of Design-Builder's claims, or 90 days after Final Acceptance of the Work by the County, whichever occurs first. If a final application for payment has not been approved within 90 days after final inspection of the Work, the County shall make payment of sums not in dispute without prejudice to the rights of either the County or the Design-Builder in connection with any disputed items.

10) Prior to payment of a claim settlement, the claim may be audited by the County and may be subject to approval by the funding agencies.

11) Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid, therefore.

B. With the final application for payment, the Design-Builder shall return and submit final releases of claim from himself, from each Subcontractor of record and from other Subcontractors or Material Suppliers who may have notified the County that they were furnishing labor or materials for this project. These releases from Subcontractors and Suppliers shall be final, originals, notarized and executed on the form provided by the County and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Design-Builder shall execute and return to the County all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Design-Builder may, at the County's sole discretion after the Design-Builder demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the County, recognizing lack of such releases of claim. Furthermore, the Design-Builder and the Surety shall agree in writing, in a form acceptable to the County, to indemnify, defend and hold harmless the County from any claims of subcontractors and suppliers who refuse to execute final releases.

C. The making of final payment shall constitute a waiver of all claims by the County except those arising from:

1) Faulty or defective Work appearing after Final Completion;

2) Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;

3) The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;

4) The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;

5) The enforcement of the terms of the Payment and Performance Bonds against the Surety;

6) Terms of all warrantees/guarantees required by the Contract Documents.

D. The acceptance of final payment shall constitute a waiver of all claims by the Design-Builder.

ARTICLE 15

CHANGES

15.1 Changes

A. The County reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice, Architect's Supplemental Instruction (ASI) or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:

1) In the Contract Documents;

2) In the method or manner of performance of the Work;

3) In County-furnished facilities, equipment, materials, services, or site or;

4) Directing acceleration in performance of the Work.

B. In the event the County exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.

C. Changes in the work may be initiated by the issuance of a Change Notice by the County Representative. The Design-Builder shall submit a proposal to the County Representative and the County for their review, in accordance with the Contract Documents, within a reasonable time after receipt of a Change Notice. The Design-Builder shall maintain this proposal, for acceptance by the County, for a minimum of 90 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Design- Builder shall not be compensated for effort expended in preparing and submitting price quotes.

D. In the event the Design-Builder fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the County will, at its sole discretion, (1) determine the total cost and time impacts of the change and compensate the Design-Builder and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the County; or (2) direct the Design-Builder to proceed with the Work under the Force Account provisions of this article. Failure of the Design-Builder to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Design-Builder to claim additional costs or time beyond that which has been determined by the County. Any disputes arising out of a County determination shall be resolved in accordance with the disputes provisions

in the Contract Documents. Pending the County's final decision, the Design-Builder shall proceed diligently with the performance of the Work under the Contract.

1) Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of execution. To be compensable, units must be measured daily by the Design-Builder and approved in writing by the County or his authorized representative.

E. The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:

1) For Extra Work performed by the Design-Builder's own forces, the Design- Builder agrees that his proposed cost to perform said Extra Work will in no event include a combined overhead and profit rate in excess of fifteen percent (15%).

2) For Extra Work performed by a Subcontractor's own forces or any Sub-tier Subcontractor: the Design-Builder agrees that the Subcontractor's proposed cost to perform said Extra Work will in no event include a combined overhead and profit rate in excess of fifteen percent (15%). Note that only one (1) 15% mark-up is allowed for all Subcontractors of all tiers and, to further clarify, a 15% mark-up is not allowed for each subcontractor in each tier. The Design-Builder may then add five percent (5%) times the Subcontractor's or sub-tier Subcontractor's actual Direct Cost as direct compensation for the Design-Builder's Overhead, profit and all other costs associated with the Subcontractors Work at all tiers.

3) The same mark-ups above shall apply to all credits to the contract amount.

F. Increases to the Contract Amount shall be authorized by a Change Order executed by the Design-Builder, the Design-Builder's Surety and the County and approved by the Board of County Commissioners (BCC). Decreases to the Contract amount shall be by Change Order or Work Order as determined by the County and shall also be subject to BCC approval.

G. Actual bond and insurance costs may be added to establish the total amount of the Change Order, upon satisfactory evidence that the extra costs for bonds and insurance were incurred (and not avoidable) and that the increased insurance and bond coverages were in fact obtained by the Design-Builder for the County's benefit. This cost of bonds shall be added to all credit amounts allowed by the County. For Change Orders paid under the Allowance Account, no additional bond cost will be allowed unless the Allowance Account is not included in the original Contract Amount. In this case, additional bond costs for these Change Orders will be considered.

H. Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the County.

15.2 Allowance Accounts

A. Certain portions of work which may be required to be performed by the Design-Builder under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)".

1) The Allowance Account (General) can be used to reimburse the Design- Builder for (1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and;

(2) for performing construction changes required to resolve: unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Values bid in the Bid Form to conform to actual quantities installed.

2) Other Allowance Account(s) (Dedicated) may be used as specified in the Contract Documents to fund specific items of work at the sole discretion of the County. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the County or his authorized representative.

B. At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Schedule and the Schedule of Values and shall in all respects be integrated into the construction as a part of the Contract as awarded.

C. The Work Order for the required work will be issued by the County or County Representative upon receipt from the Design-Builder of a satisfactory proposal for performance of the work, and the acceptance thereof by the County Representative and the County. If the Design-Builder and the County are unable to agree upon an amount of compensation or; if the nature of the work is such that a Unit Price or Lump Sum price is not economically practical or if the change work is deemed essential to the Project and actual conditions require work to be swiftly conducted to avoid or minimize delays, the Work Order may be issued to perform the work on a Force Account basis. In the event that an equitable adjustment for the said change work cannot be arrived at, either by mutual agreement or under the dispute provisions of the Contract Documents, the compensation hereunder will be the total compensation for this work.

D. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.

E. The unexpended amounts under the allowance accounts shall remain with the County and the Design-Builder shall have no claim to the same.

15.3 Deletion or Addition of Work

A. In the event the County exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Design- Builder shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between County and Design-Builder as to the adjustment to the amount of time, the dispute shall be handled in accordance with the Contract.

B. Deleted Work - Lump Sum Bid Item(s): The Design-Builder shall credit the County for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the County Representative. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with the Contract, or if requested by the County Representative, the Design-Builder shall supply all data required by the County Representative, including the actual agreements executed by the Design-Builder with the Subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the County. The Design-

Builder shall also submit for the County's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.

C. No payment(s) shall be made to the Design-Builder by the County for loss of anticipated profit(s) from any deleted work.

D. In the event the County exercises its right to add to any portion of the work contemplated herein, such addition will be ordered and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between County and Design-Builder as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with the Contract Documents.

15.4 Increased or Decreased Quantities (Unit Prices)

A. This section applies to County-initiated additions or deletions from the Work and to the unit prices contained within this contract and controls payments or credits for variations between estimated and actual quantities required to complete the Work, even though the additions or deletions may be distinct or separate structures or activities and regardless of the fact that the addition or deletion is a result of field adjustments, site conditions, a design change or any other cause. Increases or decreases will be determined by comparing the actual quantity required to the County Representative's estimated quantity in the Bid Form.

B. If the actual quantity of Bid Item varies from the County Representative's quantity estimate by 25% or less, payment for the Bid Item will be made at the Contract unit price. If the actual quantity varies from the Bid quantity by more than 25%, the compensation payable to the Design-Builder will be the subject of review by the Design-Builder and the County Representative and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the County with any reduction in unit prices or to compensate the Design-Builder for any increase in unit price resulting from variations between estimated and actual quantities. The unit price to be re-negotiated shall be only for that quantity above 125% or below 75% of the original bid quantities.

C. The Design-Builder shall submit to the County Representative all data required to substantiate the amount of compensation requested therefore. In no event shall the Design-Builder be entitled to compensation greater than the aggregate amount of the Unit Price times the original bid quantity of Work shown in the Bid Form.

D. No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.

15.5 Extra Work

A. Except as otherwise expressly provided above, all additional work ordered, work changed, or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Design-Builder at the time and in the manner specified. The Change Order shall include, as a minimum:

1) Scope of work to be added, deleted or modified;

2) Cost of work to be added, deleted or modified;

3) The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;

4) Full release of claims associated with the Contract thru the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

The Work Order shall include, at a minimum:

1) Scope of work to be added, deleted or modified;

2) Cost of work to be added, deleted or modified;

3) The Contract time extension required to perform the work to be added, deleted or modified;

4) Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Design-Builder shall submit to the County Representative a proposal containing a complete breakdown of costs for the Extra Work, whether increases or decreases on the Contract Scope of Work, using the markups specified in the Contract for overhead and profit in a format and in the detail requested by the County. Overhead and profit markups allowed for in the Contract shall fully compensate the Design-Builder for all indirect expenses, including but not limited to, home office expenses, field office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra Work. The County and the Design-Builder shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Direct Costs, as described in the Contract Documents, are limited to site labor costs, permanent materials costs and Special Equipment Costs. Indirect Costs for Work ordered or changed may be reimbursed for Compensable Delay using the Indirect Liquidated Cost Rate as specified in the Contract Documents.

1) In order to reimburse the Design-Builder for additional Direct Costs, either by Work Order, Change Order or any other means, the Design-Builder must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed or deleted, may be reimbursable if approved by the County Representative as an unavoidable cost to the Design-Builder, caused by the County.

2) For estimating all labor, a working foreman in direct charge of the specified operations, the Design-Builder may charge a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Design-Builder may charge one hundred percent (100%) of its hourly wage rate; for a foreman who only directs workers in the performance of their work, the Design-Builder may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

3) Costs of special equipment or machinery, not already mobilized on the site, approved by the County Representative, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:

   a. Between one (1) day and seven (7) days, use the daily rate.

   b. Between seven (7) days and thirty (30) days, use the weekly rate.

   c. Greater than thirty (30) days, use the monthly rate.

4) For less than one (1) day hourly rates, use the daily rate divided by eight (8).

5) For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by forty (40), or the monthly rate divided by one hundred and seventy-six (176) as appropriate.

6) Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by one hundred and seventy-six (176), per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.

7) The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of forty five (45) days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.

8) For indirect costs, the Design-Builder shall be allowed the markup allowed in this Article.

15.6 Differing Site Conditions

A. The County makes no representations or warranties as to Site conditions at the Work Site ("Site Conditions"), including, but not limited to the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only and is the County's best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the County, and that the County cannot guarantee that the Design-Builder will encounter Site Conditions similar to those observed by the County.

B. The Design-Builder shall, during design and construction activities, make whatever, Site investigations the Design-Builder deems diligent or prudent, and shall take into account all Site Conditions which are known to the Design- Builder, or which could be known to the Design-Builder with reasonable, diligent, investigation, in planning or executing the Work. Where Site conditions delay the Project and said delay could have been avoided by reasonable investigations of the Site by the Design-Builder,

such delay will not be considered to be beyond the control of the Design-Builder, and no time extension shall be granted pursuant to Article 13.

C. The Design-Builder shall immediately, and before such conditions are disturbed, notify the County Representative in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

D. The County Representative will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Design-Builder's cost of, or the time required for, performance of any part of the work under the Contract, a Contract change may be made and the Contract modified in writing in accordance with the Contract Documents.

E. No claim of the Design-Builder under this article will be allowed unless the Design-Builder has given the notice required in the Contract Documents.

F. No claim by the Design-Builder for a Contract change hereunder will be allowed if asserted after final payment under this Contract.

G. If the County is not given written notice prior to the conditions being disturbed, the Design-Builder will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

15.7 Force Account

A. If the County and the Design-Builder cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the County Representative and paid for as specified below.

B. The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Contract Amount or for work performed on either a negotiated lump sum basis or a Force Account basis:

1) Extra Work Performed directly by Design-Builder's Own Forces: The Design-Builder may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work, subject to review and approval by the County Representative, as direct compensation for Overhead, profit, inefficiency, impact costs on unchanged work, small tools and incidentals and all other costs associated with the Extra Work. A 15% mark-up will be added to all negotiated credit amounts for deleted work not performed to cover overhead, small tools and incidentals.

2) Extra Work Performed by a Subcontractor or any Sub-tier Subcontractor: The Subcontractor may add up to a maximum of one (1) fifteen percent (15%) mark-up (and not a 15% mark-up for each sub tier) on the actual Direct Cost of the Extra Work as direct compensation for Overhead, profit, inefficiency, impact costs on unchanged work, small tools and incidentals and all other costs associated with the Extra Work. The Design-Builder may add a five percent (5%) mark-up on the Subcontractor's or sub-tier Subcontractor's actual Direct Cost as direct compensation for the Design-Builder's quality control, supervision, coordination, Overhead, profit, inefficiency, impact costs on unchanged work, small tools and incidentals and all other costs associated with the Subcontractor's Extra Work at all tiers. A 15% markup will be added to all Subcontractor negotiated credit amounts for deleted work not performed to cover quality control, supervision, coordination, overhead, small tools and

incidentals and a further 5% markup will be added to the credit amount to cover the Design- Builder's overhead and profit on the deleted work.

C. In the event Extra Work is performed on a Force Account basis, then the Design-Builder and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the County Representative daily for approval, subject to audit.

1) Comparison of Record: The Design-Builder, including its Subcontractor(s) of any tier performing the work, and the County Representative shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Design-Builder, the Subcontractor performing the work, and the County Representative or their duly authorized representatives.

2) Statement: No payment will be made for work performed on a force account basis until the Design-Builder has furnished the County Representative with duplicate itemized statements of the cost of such force account work detailed as follows:

a. Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.

b. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.

c. Quantities of materials, prices, and extensions.

d. Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Design-Builder's stock, then in lieu of the invoices the Design-Builder shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Design-Builder.

3) Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the County Representative. The County Representative shall review and evaluate any special equipment or machinery proposed by the Design-Builder for use on a force account basis. As part of its evaluation, the County Representative shall determine whether any of the special equipment or machinery being proposed by the Design-Builder will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the County Representative determines that such a concurrent use of special equipment or machinery is being proposed by the Design-Builder, prior to the authorization of such special equipment or machinery, the County Representative and thereto Design-Builder shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or machinery is required to be used on the force account work(s).

4) Special equipment or machinery which is approved for use by the County Representative shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.

5) Inefficiency in the Prosecution of the Work: If in the County's or County Representative's opinion, the Design-Builder or any of its Subcontractors, in performing Force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes Force Account Work unnecessarily more expensive to the County, the County or County Representative may, in whole or part, direct the Design-Builder in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways, including but not limited to: (1) the timing of the Work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of journeymen than in non-force account Work, (4) the failure to procure materials at lowest price, or (5) using materials of quality higher than necessary.

15.8 Design-Builder Proposals – General

The Design-Builder may at any time submit to the County Representative for his review proposed modifications to the Contract Documents, including but not limited to, changes in the Contract Time and/or Contract Amount, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the County, a Work Order or Change Order will be issued. Denial of a proposed modification will neither provide the Design-Builder with any basis for claim for damages nor release the Design-Builder from contractual responsibilities. A Contract change in the form of a Contract price reduction will be made if the change results in a reduction of the cost of performance and the Design-Builder will not be entitled to share in said savings unless the proposal is made in accordance with Paragraph I of this article. Except as provided in Paragraph I below, the Design-Builder will not be compensated for any direct, incidental or collateral benefits or savings the County receives as a result of the proposal.

15.9 Value Engineering Change Proposals:

A. The Design-Builder may submit to the County Representative one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Design-Builder indicating that the proposal:

1) Will result in a net reduction in the total Contract amount;

2) Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;

3) Will not require an unacceptable extension of the Contract completion time; and

4) Will require a change in the Contract Documents and such change is not already under consideration by the County.

a. The County may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Design-Builder and the County on the basis of 50 percent for the Design-Builder and 50 percent for the County and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined

by deducting from the proposal's estimated gross savings the estimated amount of increased costs to the County resulting from the change, such as evaluation, implementation, inspection, related items, and County -furnished material. Estimated gross savings will include Design-Builder's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the County's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

b. The County will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the County as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Design-Builder will not in itself affect the rights or obligations of either party under the Contract.

c. The Design-Builder shall have the right to withdraw part or all of any proposal he may make under article at any time prior to acceptance by the County. Such withdrawal shall be made in writing to the County Representative. Each such proposal shall remain valid for a period of

60 days from the date submitted. If the Design-Builder wishes to withdraw the proposal prior to the expiration of the 60-day period he will be liable for the cost incurred by the County in reviewing the proposal.

d. The Design-Builder shall properly identify any "Value Engineering Change Proposal" proposals.

B. The Design-Builder, in connection with each proposal for a Contract Change Notice under this section, shall furnish the following information:

1) A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;

2) An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

3) A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Design-Builder;

4) A prediction of any effects the proposed change would have on collateral costs to the County such as government-furnished property costs, costs of related items, and costs of maintenance and operation;

5) A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and

6) Identification of any previous submission of the Value Engineering Change Proposal to the County, including the dates submitted, the numbers of the contracts involved, and the previous actions by the County.

C. The Design-Builder waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

ARTICLE 16

CLAIMS AND DISPUTES

16.1 Notice of Claims

A. The Design-Builder will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the County, the happening of any event or occurrence, or any other cause, unless he shall have given the County Representative a written notice of claim therefore as specified in this article.

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

C. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the County Representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

D. The notice requirements of this article are in addition to those required elsewhere in the Contract Documents.

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

F. The Design-Builder must maintain a cost accounting system as a condition for making a claim against the County. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Design-Builder costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.

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

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

16.2 Claim Submittals

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

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

C. Any work performed by the Design-Builder prior to NTP shall not be the basis for a claim from the Design-Builder of any kind.

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

   1) The claim is made in good faith;

   2) The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;

   3) The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and

   4) The certifying person is duly authorized by the claimant to certify the claim.

E. In order to substantiate time-related claims, the Design-Builder shall, if applicable and as determined by the County, submit, in triplicate, the following information:

   1) Copy of Design-Builder's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.

   2) The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.

   3) The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.

   4) The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule

shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

5) A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.

6) After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.

7) Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Design-Builder agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.

8) The Design-Builder assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: (1) home office expenses or any Direct Costs incurred allocated from the headquarters of the Design-Builder; (2) loss of anticipated profits on this or any other project, (3) loss of bonding capacity or capability; (4) losses due to other projects not bid upon; (5) loss of business opportunities; (6) loss of productivity on this or any other project;

9) (7) loss of interest income on funds not paid; (8) costs to prepare, negotiate or prosecute claims and (9) costs spent to achieve compliance

10) with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

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

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

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

    a. Copies of all the Design-Builder's bid documents, bid quotes, faxed quotes, etc.

    b. Copies of all executed subcontracts.

    c. Other related budget documents as requested by the County Representative.

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

    a. Time Sheets.

    b. Materials invoices

c. Equipment invoices

d. Subcontractors' payments

e. Other related documents as required by the County Representative.

15) The Design-Builder shall make all his books, employees, work sites and records available to the County or its representatives for inspection and audit.

16) No payment shall be made to the Design-Builder by the County for loss of anticipated profit(s) from any deleted work.

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

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

16.3 Disputes

A. All services shall be performed by the Design-Builder to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Contract, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

B. In the event the Design-Builder and County are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the Design-Builder or County may initiate a dispute resolution through a Dispute Review Board.

C. For this Contract, a Dispute Review Board will be established to assist in the resolution of disputes and claims arising out of the work on the Contract. The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of disputes and claims between the Owner and the Design-Builder in an effort to avoid construction delay and future claims. It is not intended for the County or the Design-Builder to default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Dispute Review Board. It is intended that the Dispute Review Board encourage the County and Design-Builder to resolve potential disputes or claims without

resorting to this alternative resolution procedure. The Dispute Review Board will be used when normal dispute or claim resolution is unsuccessful. Either the County or Design-Builder may refer a dispute or claim to the Dispute Review Board. Referral to the Dispute Review Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Dispute Review Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Dispute Review Board will be eligible to be heard by the Dispute Review Board.

It is a condition of this Contract that the parties shall use the Dispute Review Board. The completed DRB hearing of any unresolved dispute or claims is a condition precedent to the County or the Design-Builder having the right to initiate arbitration, other alternative resolution procedures, or to file a lawsuit, as provided by law, on such unresolved disputes or claims.

The recommendations of the Dispute Review Board will not be binding on either the County or the Design-Builder unless otherwise stated in the Contract. The Dispute Review Board will fairly and impartially consider disputes or claims referred to it and will provide written recommendations to the County and Design-Builder to assist in the resolution of these disputes or claims. A DRB DECISION IS ADMISSIBLE, BUT NOT BINDING, IN ANY SUBSEQUENT LITIGATION OR OTHER DISPUTE RESOLUTION PROCEEDING AGREED TO BY THE PARTIES.

The Dispute Review Board will consist of one member selected by the County and approved by the Design-Builder, and one member selected by the Design Builder and approved by the County. The first two members will mutually select and agree on the third member. Unless agreed otherwise, the third member will act as Chairman for all Dispute Review Board activities.

It is desirable that all Dispute Review Board members have prior of experience with the type of construction involved in this project, in the interpretation of Contract Documents, and in contract dispute resolution. It is imperative that Dispute Review Board members not show or be perceived as showing partiality to either the Design-Builder or the County. A Dispute Review Board member shall not have any conflict of interest, which could affect their ability to act in a disinterested and unbiased manner.

A person selected to the Dispute Review Board shall submit to the party appointing him/her a resume covering his/her applicable education and experience, a list of all DRBs, with meeting frequencies, on which he/she currently serves, and a disclosure statement covering, but not limited to, any of the following categories of relationships or prior involvement in this project: a. Any direct or indirect ownership or financial interest in the Design-Builder awarded the project, any subcontractor, subconsultant or supplier on the project or any business of another Board member. b. Current employment by the County or Design-Builder on the project.

If, after the County has made final acceptance of the project, there are unresolved disputes and claims remaining, the Dispute Review Board shall remain active and in full force and effect until the project is otherwise administratively closed by the County following final payment so that the Dispute Review Board may continue in operation until all unresolved disputes and claims are resolved

D. Pending final decision of a dispute hereunder, the Design-Builder shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's

interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance, upon request of the County.

16.4 Terminations

A. By County For Convenience

1) The County may at its sole option and discretion terminate the Contract, in whole or, from time to time in part, at any time without any default on the part of the Design-Builder by issuing a written Notice of Termination to the Design-Builder and its Surety, specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective, at least ten (10) days prior to the effective date of such termination.

2) In the event of Termination for Convenience, the County shall pay the Design-Builder for all labor performed, all materials and equipment furnished by the Design-Builder and its Subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of termination as determined by the County Representative and approved by the County. The Design-Builder will be paid for:

a. The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,

b. The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,

c. The value of all bonafide and confirmed irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the County to a site or location designated by the Department prior to release of payment for such materials and equipment.

d. The values calculated under a., b. and c. above shall be as determined by the County Representative and approved by the County.

3) In the event of termination under this section, the Design-Builder shall not be entitled to any anticipated profits for any work not performed due to such termination.

4) In the event of termination under this section, the County does not waive or void any credits otherwise due the County at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.

5) Upon termination as indicated above, the County Representative shall prepare a certificate for Final Payment to the Design-Builder.

B. Termination by County for Default of Design-Builder

1) The Contract may be terminated in whole or, from time to time in part, by the County for failure of the Design-Builder to comply with any requirements of the Contract Documents including but not limited to:

a. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or

b. Failure to provide the Schedule for the Project by the date due, or

c. Failure to provide adequate designs, approved permits and shop drawings by the dates indicated in the approved Schedule for the Project, or

d. Failure to replace the superintendent in the time allotted, if required, or

e. Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the County Representative, or

f. Violating the terms of the Contract or performing work in bad faith, or

g. Discontinuing the prosecution of the work, or

h. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or

i. Abandonment of the Contract, or

j. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

k. Allowing any final judgment to stand against him unsatisfied for a period of 10 days, or

l. Making an assignment for the benefit of creditors, or

m. For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.

2) Before the Contract is terminated, the County's Representative may give notice in writing to the Design-Builder and to its surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Design-Builder to correct same. This notification shall be a formal Notice to Cure provided to the Design-Builder and its surety by Certified mail.

3) If the Design-Builder or the surety does not react and correct such conditions or provide a plan of action acceptable to the County's Representative for correction of same within a period of seven (7) days after receipt of such notice to cure, the Director shall, upon written certificate from the County's Representative reciting the facts of such delay, neglect or default and the failure of the Design-Builder to comply with the directions given in such notice to cure, provide the Design-Builder and its surety with a formal Notice of Default by Certified mail and shall have full power and authority fourteen (14) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the Work out of the hands of the Design-Builder, to appropriate or use any or all materials or equipment owned by Design- Builder on the ground as may be suitable and acceptable, to enter into a Contract with another Design-Builder for the completion of the Project, or to use such other methods as, in the opinion of the Director shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the County, together with all costs of completing the Work under Contract, shall be deducted from any moneys due or which may become due to the Design-Builder. In the event that the expense so incurred by the County shall be less than the sum which would have been payable under the Contract if the Work had been completed by the Design-Builder, the Design-Builder

shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the Design-Builder and the surety shall be liable and shall pay to the County the amount of such excess.

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

5) In case that the County decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the County may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

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

7) The Design-Builder shall immediately upon receipt communicate any Notice of Termination for Default issued by the County to the affected Subcontractors and suppliers at any tier.

8) If, after Notice of Termination of the Design-Builder's right to proceed under the provisions of this article, it is determined for any reason that the Design- Builder was not in default under the provisions of this article, or that the Design-Builder was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

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

C. Termination for National Emergencies

1) The County shall terminate the Contract or portion thereof by written notice when the Design-Builder is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

2) When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

D. Implementation of Termination

1) If the County cancels or terminates the Contract or any portion thereof, the Design-Builder shall stop all work on the date and to the extent specified in the Notice of Termination and shall:

a. Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;

b. Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the County Representative;

c. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the County, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;

d. Transfer title and deliver to the County, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the County Representative, all fabricated or un-fabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the Design-Builder in connection with the performance of the work and for which the Design- Builder has been or is to be paid;

e. Assign to the County in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Design-Builder under the orders and subcontracts so terminated, in which case the County will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

f. Deliver to the County Representative As-Built Documents, complete as of the date of cancellation or termination, designs, plans, permits, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Design-Builder for use in the performance of the work.

g. Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto. The Design-Builder shall also take such action as may be necessary, or as the County Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Design-Builder and in which the County has or may acquire an interest.

h. Complete performance of each part of the work not terminated by the Notice of Termination;

i. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the County, property of the types referred to above; provided, however, that the Design-Builder

(a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the County; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the County to the Design-Builder under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the County may direct;

j. Termination of the Contract or a portion thereof shall neither relieve the Design-Builder of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.

k. In arriving at the amount due the Design-Builder under this article, there will be deducted, (1) any claim which the County may have against the Design-Builder in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Design-Builder or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the County.

E. Suspension of Work

1) The County reserves the right to temporarily suspend execution of the whole or any part of the Work. without compensation to the Design-Builder.

2) In case the Design-Builder is actually and necessarily delayed by any act or omission on the part of the County, as determined by the County in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the County, and an allowance may be made for actual direct costs, if any, which may have been borne by the Design-Builder. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.

3) Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the Design-Builder is delayed at any time or for any period by two or more of the causes specified in this Article, the Design-Builder shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.

4) In case the Design-Builder is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the Design-Builder shall be only for such portion of the Work so delayed. The Design-Builder shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the Design-Builder shall be so delayed as to a portion of the Work he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Design-Builder that the County determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. County's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the Design-Builder.

5) Permitting the Design-Builder to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Design-Builder after any such periods shall not operate as a waiver on the part of the County of any rights under this contract.

6) The Design-Builder shall insert in each subcontract a provision that the Subcontractor shall comply immediately with a written order of the County to the Design-Builder to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

ARTICLE 17

PROJECT SCHEDULE

17.1 Project Schedule

Design-Builder shall plan, record, and update monthly, the design and construction schedule of the Project utilizing the Critical Path Method (CPM) of schedule utilizing the Primavera (P3 or P6), Microsoft Projects scheduling software for Windows (or such other type of schedule the County may approve). In addition, Design-Builder shall, as requested by the County prepare and submit other necessary schedules (all of which are hereinafter referred to as the "Progress Schedule" or "Project Schedule") in the interest of completing the Project in the most expeditious and economical manner.

This section covers the preparation of the schedules using the Critical Path Method (CPM). Any schedules prepared under this Article shall assume the implementation of any health safety measures (e.g., social distancing measures) recommended by the U.S. Centers for Disease Control, the Florida Department of Health, and Miami-Dade County, whichever is most stringent, with respect to the prevention of the introduction or spread of the COVID-19 disease on the Work Site.

17.2 Mobilization and Engineering Project Schedule

The Design-Builder shall submit a Mobilization and Engineering schedule covering the first 120 days of the contract in accordance with the RDBS and Contract Documents prior to execution of the Contract. This schedule will be updated monthly and the Design-Builder shall perform his work in accordance with this schedule.

17.3 Baseline Schedule

A. A CPM schedule shall be used by the Design-Builder to control the progress and time fixed for completion of this project. The Design-Builder shall implement this system. Prior to approval of the baseline schedule, the Design- Builder shall provide the County with letters from all its subconsultants and subcontractors indicating that they have reviewed the Design-Builder's schedule and concur with the sequence of events, activity duration and rates of production implied therein.

1) All work shall be done in accordance with the approved Baseline Schedule and all costs incurred by the Design-Builder to correctly implement the schedule shall be borne by the Design-Builder and are part of the Contract price.

2) The schedule(s) must be updated monthly and submitted with the Design- Builder's pay request. No payment will be made to the Design-Builder unless this monthly updated schedule and progress reports are submitted with the Design-Builder's pay request. Even if no invoice is submitted in a particular month, the Design-Builder shall

submit monthly schedule updates and progress reports to the satisfaction of the County.

17.4 Preparation of Baseline Schedule

A. At the Pre-Design Meeting the Design-Builder shall submit a comprehensive and detailed Final Schedule, hereinafter referred to as the Baseline Schedule. Work performed prior to NTP shall not be allowed under this contract. This schedule shall be submitted 30 days after Notice to Proceed to allow sufficient time to review and approve prior to the expiration of the Mobilization and Engineering schedule.

B. When completed, the CPM schedule shall represent the Design-Builder's own plan for the project as well as the sequence of each operation and all the involved parties. It shall be the responsibility of the Design-Builder to ensure that all of the work is described by the diagram and that the diagram does correctly represent the sequence in which he/she plans to do its work and the time in which he/she expects to do it.

C. As a minimum, the final schedule will cover the following areas:

1) Anticipated Award Date (Baseline Date)

2) Design Schedule

3) Geotechnical Investigation

4) Design Reviews by the County at the percent complete specified elsewhere in the contract

5) Design Development

6) Construction Documents

7) Permitting

8) Subcontractor Buyouts

9) Start of Construction

10) Shop drawing preparation, review and approval

11) Procurement of major equipment or material

12) Secondary permits acquisition activities

13) Inspections

14) Material samples

15) Material procurement/deliveries

16) All major work elements

17) Rates of Production

18) Construction Milestones

19) Structure(s) Completion Date

20) Substantial Completion Date for all Work.

21) Punch List Work – Not to exceed 60 calendar day duration from Substantial Completion

22) Final Completion Date for all Work.

23) Others as the County may reasonably require.

D. No non-procurement activity with a duration in excess of 30 days will be allowed without County approval on a case-by-case basis.

E. The final schedule shall be printed in color on an 11" x 17" sheet suitable for reproduction. The Design-Builder will submit 3 color copies of this schedule, one pdf copy and the computer software electronic files.

F. A written narrative on separate 8 ½" x 11" sheet(s) will be included with the Design-Builder's Final Schedule. This narrative will describe the Design- Builder's general approach for designing, permitting, bidding, and performing the work and any additional or unusual requirements not clearly represented in the schedule including, but not limited to, equipment to be used and the time equipment is to be on-site, anticipated delivery dates for material and/or equipment, crews and crew sizes, estimated quantities and rates of production. The narrative shall explain the basis for the Design-Builder's determination of duration for major work items and describe its approach for meeting the interim and final completion dates in its schedule. The narrative shall also address workdays per week, hours per shift, rain days, holidays or any other non-work periods that the Design-Builder is assuming in the planning of the work. Activities that might be expedited by the use of overtime or additional shifts shall be identified. Sequencing and other restraints such as manpower, material or equipment shall be identified and explained.

G. When completed, the Final Schedule shall be submitted to the County and the DCP for approval. The Design-Builder shall incorporate the County and the DCP's schedule review comments within 10 days after receipt. The County and the DCP shall be the final authority in deciding the acceptability of the schedule. Upon approval by the County and the DCP, this shall become the Final Schedule for the contract. No deviations from the Final Schedule will be allowed without the approval of the County.

H. The Design-Builder shall identify all available float or slack time in its schedule in a format suitable to the County and the DCP. Float or slack time is for the exclusive use or benefit of either the Design-Builder or the County. Float or slack time is considered "project float" as it is for the benefit of both parties. As such, it is not to be used exclusively by either party but is to be used by the party that needs it first. No more than 20% of the activities in the Design- Builder's schedule may be on or near the critical path. (For the purposes of this 20% limitation only and not for the determination of delays, "near the critical path" is defined as any activity having float of 15 calendar days or less).

I. Upon approval of the Design-Builder's schedule by the County, the Design- Builder will submit written confirmation from all his Subconsultants and Subcontractors agreeing to work within the timeframes specified in the Design- Builder's approved schedule

J. Design-Builder shall prepare and submit for the County's review regarding concurrence the Baseline Schedule no later than ten (10) days after issuance of the Notice to Proceed. It shall include the dates for commencement and completion of the various stages of design and construction, as well as include all milestones contained in the Design Criteria Package, and shall be revised as required by the conditions of the Work, subject to the County's approval. The Progress Schedule shall be updated monthly based on percentage completion and submitted to the County as part of each pay request.

17.5 Monthly Schedule Updates

A. The Design-Builder shall submit monthly schedule updates to show progress, as applicable, on all activities in progress. Such progress shall be shown in a format suitable to the County and the DCP. Three 11" x 17" copies, one pdf copy and the computer software electronic files of updated schedule shall be submitted by the Design-Builder.

B. The Design-Builder shall submit an updated narrative in the form of monthly progress reports in a format acceptable to the County and the DCP. Such reports shall include sections for describing "progress this period", planned progress for the next period", "problems and solutions" (including a listing of all delayed activities, the reasons for delay and proposed recovery actions) and "changes since last period". Any special concerns and or questions regarding the schedule should also be included in the progress reports. Information included in the updated narrative will not relieve the Design-Builder of the notice of requirements contained in the Design-Build Contract. As applicable, signed material delivery tickets indicating when material was delivered on-site or to the fabrication plant will be provided with the narrative on a monthly basis. A form to be used by the Design- Builder to prepare its monthly update narrative is included as "Attachment 2" to this section.

C. During the Design/Permitting/Bidding portions of the Project, the Design- Builder shall submit, on a monthly basis, a simplified one-month look-ahead bar chart (CPM) schedule showing all anticipated work schedule to take place during the next 30 calendar days. This one-month look-ahead schedule shall be based on the approved baseline schedule.

D. During the Construction portion of the Project, the Design-Builder shall submit, on a weekly basis, a simplified two-week look-ahead bar chart (CPM) schedule showing all anticipated work schedule to take place during the next 14 calendar days. This two-week look-ahead schedule shall be based on the approved baseline schedule.

E. Monthly schedule updates shall include reports as requested by the County and the computer files to allow the County to further review the schedule.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Third Party Beneficiary

No contractual relationship will be recognized under the Contract other than the contractual relationship between the County and the Design-Builder. There shall be no third-party beneficiary to this Contract.

18.2 Venue

Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

18.3 Governing Laws

A. The Design-Builder shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida and Miami- Dade County including but not limited to the Florida Building Code and the provisions of the Code of Miami-Dade County

governing Community Small Business Enterprises (CSBEs) and Small Business Enterprises (SBEs) as applicable.

B. Specifically, the Design-Builder and his Subcontractors and Subconsultants shall comply with Miami-Dade County regulations governing the treatment of CSBE and SBE firms.

C. In addition the Design-Builder agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Design-Builder has access are handled, copied, and distributed, particularly documents that contain sensitive security information.

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

E. The Design-Builder and its subconsultants and subcontractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the County.

F. The Design-Builder and its subconsultants and subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

IF THE DESIGN-BUILDER HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES,TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 786-263-5892, SYLVIA.HANKS@MIAMIDADE.GOV; 3505-A NORTHWEST 107 AVENUE,. DORAL, FLORIDA 33178

G. In addition to the above requirements in this article, the Design-Builder agrees to abide by and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all Federal, State, County and local statutes, laws, rules, regulations, Procedures, Ordinances, Resolutions, Administrative Orders, and standards applicable to the contract, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include, but are not limited to those listed in the RDBS including the list below, all as they may be amended from time to time:

- Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00- 01, 00-46.
- Ordinance No. 73-77 – Art in Public Places
- Ordinance No. 90-143 – Responsible Wages and Benefits;
- Ordinance No. 91-142 – Family Leave, as amended by Ordinance No. 92- 91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;

- Ordinance No. 92-15 – Drug-free Workplace, as amended by Ordinance No. 00-30;
- Ordinance No. 95-178 – Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7 attached as Exhibit "F");
- Ordinance No. 97-172 and Administrative Order 3-26 – Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services;
- Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
- Ordinance No. 03-27 – Cone of Silence;
- Ordinance No. 99-5 – Domestic Violence Leave;
- Ordinance No. 99-162 – Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders
- Ordinance No. 00-18 – Debarment;
- Ordinance No. 00-67 – Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R- 531-00;
- Ordinance No. 00-85 – Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 – Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 – Community Business Enterprise Program;
- Resolution R-182-00 – Compliance with ADA and other Laws
- Resolution R-994-99 – Code of Business Ethics;
- Resolution R-185-00 – Domestic Violence Leave Requirements are a Condition of Award;
- Miami-Dade County False Claims Act, Section 21-255 – Code of Miami- Dade County

H. Energy Consumption Reduction Project

The Design-Builder is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

2) If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant herby agrees to discount its contract price or provide a cash rebate to

County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.

3) County reserves the right to retain a third party consultant (the "Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

4) The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

I. Financial Disclosures

The Design-Builder shall comply with the financial disclosure requirements of Ordinance No. 77-13, by filing within 30 days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the Design-Builder's current federal income tax return

J. Affirmative Action

The Design-Builder's Affirmative Action Plan submitted pursuant to Miami- Dade County Code Section 2-8.1.5, as approved by the Division of Small Business Development, and any approved update thereof are hereby incorporated as contractual obligations of the Design-Builder to Miami-Dade County hereunder. The Design-Builder shall undertake and perform the affirmative action specified herein. The Director may declare the Design-Builder in default of this Contract for failure of the Design-Builder to comply with the requirements of this paragraph.

K. Prompt Payment to Small Business Subconsultants and Subcontractors

The Design-Builder's attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Design- Builder to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. The County agrees to make monthly payments to the Design-Builder, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Design-Builder agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. The Design-Builder shall submit duly certified invoices in triplicate to the Director in a form acceptable to the Director. Each invoice shall refer to the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in

connection with authorized work, less previous payments. Failure of the Design-Builder to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

L. Monthly Utilization Report (MUR)

Paper-based Monthly Utilization Reports (MURs) are no longer being accepted for construction, architecture, and engineering projects with measures. Also for architecture and engineering firms, pursuant to Implementing Order 3-39, primes and subconsultants are required to report payments monthly via Miami-Dade County's online Business Management Workforce System (BMWS). "Compliance Audits" will be created in Miami-Dade County's online Business Management Workforce System (BMWS) after Miami-Dade County pays the Prime contractor/vendor/consultant (approximately one month after). Miami-Dade County Departments will check the compliance audit status for each payment application to ensure that no audits are open for more than two (2) months. For construction contracts without measures, which only require reporting of cumulative subcontractor payments, a "Compliance Audit" shall only be verified prior to the final payment.

M. Certification of Wage Rates

In accordance with Florida Statute 287.055, 5(a), the Design-Builder hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one

(1) year following the end of the contract, or acceptance of the Work by the County, whichever is later.

18.4 Successors and Assigns

A. The County and the Design-Builder each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents.

B. The performance of the Work under the Contract shall not be assigned except upon written consent of County. Consent will not be given to any proposed assignment which would relieve the Design-Builder or his surety of their responsibilities under the Contract.

C. 12.2 The Design-Builder may assign monies due or to become due to him/her under the Contract and such assignment will be recognized by the County, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper off-sets in favor of the County and to deductions provided for in the Contract Documents. Money withheld, whether assigned or not, will be subject to being used by the County for the completion of the Work in the event that the Design-Builder defaults under the Contract.

D. The validity of the assignment and the rights of the assignee against County will be governed by the laws of the State of Florida.

18.5 Written Notice

A. Written notice to the Design-Builder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.

B. Written notice to the County shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the individual identified in the Special Provisions.

18.6 Indemnification

A. In consideration of this Contract, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Design-Builder agrees to indemnify, protect, defend, and hold harmless the Government, State, County, their elected officials, officers, employees, consultants, and agents from claims, liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design- Builder and other persons employed or utilized by the Design-Builder in the performance of the Work.

B. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Builder and/or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

C. In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Design-Builder agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Design-Builder agrees that the County may select the attorneys to appear and defend such claims or actions on behalf of the County. The Design-Builder further agrees to pay at the Design-Builder's expense the attorneys' fees and costs incurred by those attorneys selected by the County to appear and defend such claims or actions on behalf of the County. The County, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

D. To the extent this indemnification clause or any other indemnification clause in this Contract does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

E. This Section shall survive expiration or termination of this Contract.

18.7 Audit Rights

A. Access to Records

1) The Design-Builder shall, during the term of this Contract and for a period of five years thereafter, allow the County and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.

2) The County retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The County shall be provided full access upon request to all documents, including those in possession of Subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement of such litigation. Failure to allow the County access shall be deemed a waiver of Design-Builder's claims.

3) The Design-Builder shall maintain a banking account within Miami-Dade County for all payments to laborers, Subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

18.8 Office of the Inspector General and Independent Private Sector Inspector General

A. Inspector General

According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Design-Builder under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Design-Builder shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Design-Builder shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

If this Contract is completely or partially terminated, the Design-Builder shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and the Design-Builder shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts:

(a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental Contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreement under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2;

(m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one- quarter (1/4) of one percent in any exempted contract at the time of award.

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

B. Independent Private Sector Inspector General (IPSIG)

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of

the Design-Builder is hereby directed to the requirements of A.O. 3-20 and R- 516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Design-Builder and County in connection with this contract. The scope of services

performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

The provisions in this Section shall apply to the Design-Builder, its officers, agents and employees. The Design-Builder shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Design-Builder in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Design- Builder or third parties.

18.9 Payment and Performance Bond

A. A single instrument Payment and Performance Bond, satisfactory to the County, for 100% of the total maximum contract amount for performance-related issues, shall be required of the Design-Builder.

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

Bond (Total Contract) Amount Best's Rating

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

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

1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.

2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

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

C. For Contracts in excess of $500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Design-Builders Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of its power of attorney authorizing him/her to do so.

F. The cost of the Bonds shall be included in the Bid.

G. The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

H. The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.

I. In the event the Surety on the Payment and Performance Bond given by the Design-Builder becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the County shall withhold all payments under the provisions of these Contract Documents until the Design- Builder has given a good and sufficient Bond in lieu of Bond executed by such Surety.

J. Cancellation of any bond, or non-payment by the Design-Builder of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the County at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Design-Builder.

18.10 Insurance

The Design-Builder shall maintain the insurance set forth in the Contract Documents throughout the performance of this Contract until the Work has been completed by the Design-Builder and accepted by the County.

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

1) Certificate(s) / or policies of insurance, which indicate that insurance coverage has been obtained which meets the requirements as outlined below.

a. Certificate(s) of Insurance which clearly indicate the coverage required in Sections i, ii, iii and iv below.

b. Original Policy which indicates the coverage required in Section v and vi below.

i. Worker's Compensation Insurance for all employees as required by Florida Statute 440 .

ii. Commercial General Liability, to include products and completed operations in an amount not less than $1,000,000 per occurrence

$2,000,000 in the aggregate. Insurance shall include coverage for Explosion Collapse and Underground Hazards. Miami-Dade County must be shown as an additional insured with respect to this coverage.

iii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $1,000,000 combined single limit.

iv. Professional Liability Insurance in the name of the Design-Builder or the licensed design professional employed by the Design- Builder for architectural or engineering designs in an amount not less than $5,000,000 per claim.

v. Prior to performing any construction work: Completed Value

Builders' Risk Insurance on an "all-risks" or special perils basis including wind basis in an amount not less than one hundred (100%) percent of the replacement cost of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Design-Builder. This coverage is to be maintained until substantial completion of the work as determined by Miami-Dade County, Internal Services Department.

vi. Flood Insurance for properties in flood zone, in amount not less than the full replacement value(s) of the completed structure(s). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A and the policy must be provided at such time that the building's walls and roofs exist.

B. 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:

1) 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 show 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.

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

NOTE: MIAMI-DADE County CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

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

Compliance with the foregoing requirements shall not relieve the Design- Builder of the liabilities and obligations under this Article or under any other Article of this Contract and the County shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

2) The Design-Builder shall not commence the Work until it has obtained all insurances required hereunder and the County has approved of said policies. The Design-Builder shall maintain all required insurances for the full term of this Contract.

3) Design-Builder shall name the County, MDCR, and their employees, agents, and consultants as additional insureds on all insurance policies, except for Professional Liability and Workers Compensation policies.

18.11 Gratuities and Conflict of Interest

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

B. County may, by written notice to the Design-Builder, terminate the right of the Design-Builder to proceed under this Contract if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Design- Builder, or any

agent or representative of the Design-Builder to any director, officer or employee of County with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract. County's determination shall be final subject only to judicial review.

C. In the event this Contract is terminated as provided in section 48.22.1 of this Article 48, County shall be entitled to pursue the same remedies against the Design-Builder as it could pursue in the event of a breach of the Contract by the Design-Builder.

D. No member, officer or employee of County or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit. "Local public body" means the State, any political subdivision of the State or any agency of the State or any political subdivision thereof.

E. The Design-Builder or his employees shall not enter into any Contract involving services or property with a person or business prohibited from transacting such business with Miami-Dade County pursuant to Section 2-11.1 of the Code of Miami-Dade County, Florida, known as the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

F. In the event the Design-Builder, or any of its officers, partners, principals or employees are convicted of a crime arising out of, or in connection with, the work to be done or payment to be made under this Contract, this Contract, in whole or any part thereof may, at the discretion of County, be terminated.

G. The rights and remedies of County provided in this article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

18.12 Rights in Shop Drawings

A. Shop Drawings submitted to the County Representative by the Design-Builder, pursuant to the Work, may be duplicated by the County and the County may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Contract.

B. This paragraph shall be included in all subcontracts hereunder at all tiers.

C. Shop Drawings shall be in accordance with the Contract Documents.

18.13 Plans and Working Drawings

The drawings shall be produced by Computer Aided Design (CADD) in accordance with the CADD Drafting Standards as specified in the Design Criteria Package.

18.14 Record Drawings

A. Record Drawings - During the progress of the work, the Design-Builder shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Design-Builder shall also record all drawing revisions that have been authorized that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

B. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

C. The Design-Builder shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work; the Design-Builder shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for this project. It is the responsibility of the Design-Builder to ensure that As-Built drawings are updated on a monthly basis. The County will verify prior to the monthly submission for pay application that As-Built drawings are up to date.

18.15 Patent and Copyright

A. If the Design-Builder is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Design- Builder and the surety shall indemnify and save harmless the County, the County Representative, and the Design Criteria Professional from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the County for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

B. The Design-Builder shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Design-Builder shall defend, or may settle, at his expense, any suit or proceeding against the County or the County Representative so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Design-Builder shall pay all damages and costs awarded therein against the County or the County Representative due to such breach. The Design-Builder shall report to the County Representative, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Design- Builder has knowledge. In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Design-Builder shall furnish to the County when requested, all evidence and information in possession of the Design- Builder pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Design-Builder.

C. The Design-Builder shall bear all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work. In such case materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Design-Builder, at his expense shall:

1) Secure for the County the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or

2) Replace such materials, equipment, devices or processes with non- infringing materials, equipment, devices or processes; or

3) Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sum paid therefore without prejudice to any other rights of the County.

D. The preceding paragraph shall not apply to any materials, equipment or devices, specified by the County or the County Representative or manufactured to the design of the County or the County Representative or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Design-Builder assumes no liability whatsoever for patent or copyright infringement and the County will hold the Design-Builder harmless against any infringement claims arising therefrom.

E. Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know- how, data and findings shall be made available to the Government for public use, unless the County shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.

F. The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Design-Builder for patent or copy infringement by use of said materials, equipment or devices.

18.16 Historical, Scientific and Archaeological Discoveries

All articles of historical, scientific or archaeological interest uncovered by the Design-Builder during progress of the Work shall be preserved and reported immediately to the County Representative. Further operations of the Design-Builder with respect to the find, including disposition of the articles, will be decided by the County.

18.17 Use of County's Name in Design-Builder Advertising or Public Relations

The County reserves the right to review and approve County-related copy prior to publication. The Design-Builder shall not allow County-related copy to be published in Design-Builder's advertisement or public relations programs until submitting the County-related copy and receiving prior approval from the County. The Design-Builder shall agree that published information on the County or the County's program shall be factual and in no way imply that the County endorses the Design-Builder's firm, service or product. The Design-Builder shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

18.18 Ordinance 94-73 - Value Analysis and Life Cycle Costing:

The Design-Builder shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of its proposal. The Design-Builder shall incorporate all County approved Value Analysis and Life Cycle Costing recommendations without additional compensation.

18.19 Datum

All elevations are referred to as National Geodetic Vertical Datum (N.G.V.D.) of 1929, all horizontal controls are referred to State Plane Coordinates NAD 1983 (90), or such datum as may be identified in the Design Criteria Package.

18.20 Art In Public Places

A. As part of the Basic Services the Design-Builder shall, upon execution of this Design-Build Contract and prior to preliminary design, through the County initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component

to the Project. The Art in Public Places Department has determined that the installation of an art component is applicable to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines and will pursue said installation. The Design-Builder shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Design-Builder to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Design-Builder and the artist(s) during design development of the Project. In consultation with the artist(s) and the Art in Public Places, the Design-Builder shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project as part of his Basic Services. The Design-Builder shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of their Basic Services. The Design-Builder shall provide, as an Additional Service, the technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork with the artist(s) and the Design- Builder during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Design-Builder shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Design-Builder for compliance with the Contract Documents as an Additional Service.

The successful Design-Builder shall at its sole cost expend one-and-a-half- percent (1.5%) of the cumulative construction cost for the commissioning of new works of art. All aspects concerning the acquisition of new works of art shall comply with the Art in Public Places (APP) ordinance. The successful Design-Builder may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The county reserves the right to make final determination on how funds appropriated herein are expended.

B. In the event there exist works of art on the site, every effort shall be made not to impact the aesthetic integrity of any existing work of art and of the site. The successful Design-Builder shall make every effort not to propose a scheme for the project that will require the removal or may otherwise compromise the artistic intent of existing works of art. Should the county deem that relocation or alteration of an existing art installation or the site be absolutely necessary or is otherwise acceptable, then the successful Design-Builder shall endeavor to negotiate with the county a fee

for additional services to relocate the work(s) of art, and such additional work shall not exceed the 1.5% cumulative total.

C. Should the county decide to pursue the commissioning of new works of art for the new site then the successful Design-Builder shall confer with Art in Public Places as required to develop a concept (program) for art that is appropriate for the Project, and the APP

Professional Advisory Committee (PAC) as to the type(s) of art, location(s), and possible artist(s). The Director of APP shall approve the final art program concept and location. The successful Design- Builder may assign a representative to the PAC, and the representative will participate as a voting member in the review and recommendation of an artist or artists and of art proposal(s) for the new site. The APP Trust will make the final choice of the artist(s) and artwork(s), upon recommendation of the PAC. As part of its Master Plan, APP encourages and will give preference to collaborative projects between the artist(s), the Architect of Record and the selected Design-Builder for the integration of artwork and site. Such collaborative efforts will include the active involvement of both the selected Design-Builder and the artist(s) during design development of the Project. In consultation with the artist(s) and APP, the selected Design-Builder shall assist the county in coordinating the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The successful Design-Builder shall advise the county and make recommendations on the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork(s), in accordance with the artist's concept(s). The successful Design- Builder is welcome and encouraged to participate in APP's Adopt an Artwork Program.

18.21 Cleaning and Removal of Equipment

A. Materials for construction (progress) cleaning may be new or used but shall be suitable for intended purpose and adequate for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

B. Construction Project Cleaning: Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition. Efforts shall be made to avoid fire hazards during construction. Remove debris and rubbish from pipe chases, plenums and other closed or remote spaces prior to enclosing the space. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to reasonably eliminate dust. Remove waste materials, debris and rubbish from site periodically and dispose off-site at legal facility. In accordance with the applicable Building Code, the Design- Builder must take necessary precautions to secure the construction site when there is an impending threat of a hurricane.

18.22 Rights of Various Interests

Whenever work being done by County's forces or by other Design-Builders is contiguous to work covered by this Design-Build Contract, the respective rights of the various interests involved shall be established by the County to secure the completion of the various portions of the work in general harmony.

18.23 Sovereignty

A. County's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the County's status thereunder:

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

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

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

3.1. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Design-Builder regardless of the purpose required for such cooperation;

3.2. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

3.3. To apply for or assist the Design-Builder in applying for any County, City or third-party permit or needed approval; or

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

18.24 No Contingent Fee

Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design-Builder to solicit or secure this Design-Build Contract and that it has not paid or agreed to pay any person, company, corporation, individual or Design-Builder, other than a bona fide employee working solely for Design-Builder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Design-Build Contract. For the breach or violation of this provision, County shall have the right to terminate this Design-Build Contract without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18.25 All Prior Agreements Superseded

A. The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Design-Build Contract that are not contained in the Contract Documents. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.26 Truth-in-Negotiation Certificate

Signature of this Design-Build Contract by Design-Builder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Design-Build Contract are accurate, complete, and current at the time of contracting. The original Design- Build Contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Design-Build Contract.

18.27 Condition Precedent to Agreement

A. It is understood by the parties to this Design-Build Contract that all duties and obligations as set forth herein for the construction portion of the Project (with accompanying Support Facilities if applicable) are contingent upon and shall not be binding upon County until such time as Design-Builder has obtained all necessary permits, authorizations, zoning designations, variances and approvals of whatever nature from the appropriate governmental entities or regulatory bodies that may be required for the construction of the Project with accompanying support facilities as set forth in Article 5 ("SCOPE OF WORK"), and delineated in the drawings to be prepared by Design-Builder and approved by County.

B. The parties hereto acknowledge that as of the date of execution of this Design- Build Contract certain necessary governmental approvals, including, but not limited to, those matters set forth above, may not have been obtained by Design-Builder in order to lawfully commence the Project. County shall not be responsible or liable for any damages of any nature whatsoever, including but not limited to, direct, indirect, consequential, impact or other costs and expenses, which may arise as a result of, or connected to, the failure of any governmental entity, refusing to grant any necessary approval, permit, variance or any other required consent which may be necessary to commence construction of the Project, or which may arise as a result of any delay in the granting of any such approval, permit, variance or other required consent.

18.28 Design Builder's Environmental History in Procurement

Pursuant to the Miami-Dade County Procurement Code, County reserves the right to consider a Design-Builder's history of citations and/or violations of environmental regulations in investigating a Design-Builder's responsibility, and further reserves the right to declare a Design-Builder not responsible if the history of violations warrant such determination in the opinion of County. Design-Builder shall notify County immediately of notice of any citation or

violation which Design- Builder may receive during the time of performance of this Design-Build Contract.

18.29 Joint Preparation

The preparation of this Design-Build Contract has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other by virtue of the fact that it may have been physically prepared by one party or its attorneys.

18.30 Counterparts

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

18.31 Waiver

No waiver of any provision of this Design-Build Contract shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

18.32 Survival

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

18.33 Entirety of Agreement

This writing and its attachments constitute the entire contract and understanding between the parties hereto, and there are no other contracts and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modifications of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners. This Contract, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

18.34 Remedies

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

ARTICLE 19

COUNTY'S RESPONSIBILITIES

19.1 Information Furnished:

The County, at its expense, shall furnish the Design-Builder with the following information:

A. Information as included or attached to the RDBS and any plans and any other data available in the County files specifically and expressly pertaining to the Work to be performed under this Contract. The Design-Builder is responsible to request any and all plans and data not furnished, which the Design-Builder knows or should know, is necessary or appropriate for the rendition of the services described herein. If the County does not have or cannot find the requested documents, it shall be the responsibility of the Design-Builder to obtain the requested information or documents on their own. Information shown on such plans or data shall be that which has been made available to the County and shall be provided to the Design-Builder without guarantee regarding its reliability and accuracy. The Design-Builder shall be responsible for independently verifying such information if it shall be used by the Design- Builder to accomplish the work undertaken pursuant to this Contract.

19.2 Project Management:

A. The Director shall designate the County's Representative to act as liaison and point of contact between the Design-Builder and MDCR. The Design-Builder shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The Design-Builder's design subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that completed Work is in accordance with the Contract Documents.

1) At the County's election, a kickoff conference will be held prior to the issuance of the NTP to discuss the Work to be performed under this Contract. The Design-Builder and its major Subconsultants and Subcontractors shall be required to attend this meeting. The Design- Builder will be advised of the time, date, and location of the meeting. At the County's election, with similar attendance requirements, another such meeting may be held prior to the commencement of construction activities.

2) The Design-Builder shall meet with the County's Representative weekly throughout the Project to assess progress of the Design-Builder's Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract. The Design-Builder shall cause Subconsultants and Subcontractors and suppliers to attend as it deems advisable, or as requested by the County. The Design-Builder shall be responsible for generating and distributing meeting minutes for all such meetings. At each weekly meeting, the Design-Builder shall submit to the County's Representative, at minimum, a two (2) week look-ahead schedule, shop drawing log and permit log. A full Project Schedule shall be submitted on a monthly basis. The Design-Builder shall communicate with the County's Representative in the most efficient manner and, as approved by MDCR, using electronic means to the greatest extent possible.

ARTICLE 20

REPRESENTATIVE OF COUNTY AND DESIGN- BUILDER

20.1 Representative of County and Design-Builder

A. It is recognized that questions in the day-to-day conduct of the Project will arise. The County shall designate in writing and shall advise Design-Builder in writing, of one (1) or more representatives to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed, if other than the County. Accordingly, notice is hereby given that the County has contracted with Perez & Perez Architects Planners to act as the

Design Criteria Professional (DCP) and County's Representative during the management of the Work under this Design-Build Contract. The DCP will have authority to act on behalf of the County to the extent provided in the Design-Build Contract. This does not exclude the County from issuing directives to the Design-Builder, when necessary.

B. Design-Builder shall inform the County in writing of the representative of Design-Builder to whom matters involving the day-to-day conduct of the Project shall be addressed.

20.2 Notices

A. AUTHORIZED Representative of County: Those persons designated by the Contracting Officer to act on behalf of County within their designated authority.

B. AGENT TO ACCEPT SERVICE: The Design-Builder shall maintain within Miami-Dade County, Florida, a duly authorized agent to accept service of legal process on its behalf, and shall keep County advised of such agent's name and address, during the duration of the Contract, and for three years after final payment or as long as Design-Builder has warranty obligations under the Contract Documents, whichever period terminates later. The Design-Builder shall complete the form titled "Design-Builder Agent to Accept Service" and submit it to the Design Criteria Professional 10 days after NTP.

FOR County: James Reyes, Director
Miami-Dade Corrections and Rehabilitation Department
3505-A Northwest 107th Avenue
Miami, FL 33178

FOR Design-Builder: Frank Chang, Executive Vice President
OHLA Building, Inc.
9675 NW 117th Avenue, Suite 108
Miami, Florida 33178

ARTICLE 21

SITE ACCESS AND OCCUPATION OF WORK SITE

21.1 The Contractor shall provide a qualified Superintendent, acceptable to the County Project Manager, who shall be present at all times during the Course of the work, and shall be authorized to act as an agent for the Contractor. The Contractor shall provide sufficient personnel, materials and equipment to meet the requirements of the work within the Contract period.

21.2 Work shall be coordinated at all times with the County Project Manager. The facilities (TGK and Boot Camp) shall remain operational at all times. Traffic flow shall not be interrupted, and it shall be coordinated with the facility's manager.

21.3 The Contractor shall maintain traffic and protect the public from all damage to persons and property within the project site, in accordance with Contract Documents and all applicable state, city and local regulations. Suitable signs, barricades, railings and other related items shall be erected, and the work shall be outlined by adequate lighting at night. Danger lights shall be provided as may be necessary for the protection of traffic.

21.4 The Contractor shall provide, at least 48 hours notice prior to any work performed inside TGK or Boot Camp Facilities.

21.5 The Contractors are required to submit in group applications prior to the pre-bid meeting and upon commencement of the project, including construction workers, alternatives and supervisor's names and digital head and shoulders photographs in JPEG format to facility management for background checks for every construction worker needing access to the facilities (TGK and Boot Camp) at least 10 calendar days in advance of the start of the work. If background check is satisfactory, an ID card will be issued for the worker(s) to wear while in the facility. Background checks will be updated every (1) year.

21.6 Safety: it is the responsibility of the Contractor to adhere to all local, state, and federal safety laws including but not limited to OSHA requirements. The contractor must promote and practice safety in the workplace. The project must be kept free of potential safety hazards to the public, subcontractors and other workers. Failure to adhere to proper safety practices may affect the approval of payment applications. The Contractor is solely responsible for the protection of Private and County property that may be affected during the performance of the work. The Contractor shall be responsible for any damage to County property, which results from the actions or lack of action by the contractor or his personnel. The contractor shall repair or replace at no cost to the County any damaged property prior to final payment being made.

21.7 Material Storage and Material provided as part of this Contract: The Contractor shall be responsible for the storage of his materials and equipment. The County shall not be responsible for any stolen or damaged equipment and materials. Storage areas shall be approved and authorized by the County Project Manager and facility contact person.

21.8 The Contractor, by virtue of signing the contract, acknowledges that he and all of his Subcontractors are familiar with the local weather conditions. In the event of inclement weather, the Contractor shall take the necessary precautions to tie down loose material and equipment, or shall remove them from the project site, at no cost to the County.

21.9 In the event of a Tropical Storm or Hurricane watch or warning and or any other severe weather event, the Contractor shall be required to remove from the project site, or secure to the Project Manager's satisfaction, all loose construction materials and equipment and the Contractor shall protect structures under construction. The Contractor shall, also, cooperate in this regard with County personnel in protecting other structures within the project site. The Contractor shall conform to the requirements of the Miami-Dade Police Department Hurricane Plan.

ARTICLE 22

COUNTY SMALL BUSINESS PROGRAMS

COMMUNITY SMALL BUSINESS ENTERPRISE – PARTICIPATION COMMUNITY BUSINESS ENTERPRISE – PARTICIPATION COMMUNITY WORKFORCE PROGRAM - PARTICIPATION

Refer to RDBS and Contract Documents.

ARTICLE 23

SIGNATURES

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

WHEN DESIGN-BUILDER IS A CORPORATION:

ATTEST:
Secretary: _____
Signature

By: Paul Washington
Printed Name of Secretary

(Corporate Seal)

OHLA BUILDING INC
Legal Name of Corporation

_____
Signature

DANIEL RUIZ ANDUJAR, CEO
Legal Name and Title

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me personally appeared Daniel Ruiz Andujar, as CEO, to me well known or has presented _____ as identification and Paul Washington as Assist. Secretary, to me well known or has presented _____ as identification and known to me to be the individuals described in and who executed the foregoing instrument as CEO and Assist Secretary of OHLA Building Inc., a Corporation, and severally acknowledged that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on 9/22/2023 (Date)

by Daniel Ruiz Andujar (Affiant) and Paul Washington (Affiant) personally known to me or have presented _____ (Type of Identification) as identification.

_____
(Signature of Notary)

Nancy Caceres
(Print or Stamp Name of Notary)

_____
(Serial Number)

1/24/2027
(Expiration Date)

Notary Seal: _____

NANCY CACERES NOTARY PUBLIC MY COMMISSION EXPIRES 1-24-2027 STATE OF FLORIDA COMMISSION NUMBER HH 353184

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

ATTEST:	FOR:
	BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA
JUAN FERNANDEZ-BARQUIN Clerk of the Court	DANIELLA LEVINE CAVA County Mayor
By: Clerk of the Board	By:
Signature	Signature
Date _____	Date _____

MIAMI-DADE COUNTY, FLORIDA

This seems to be only when the Design Builder is an Individual. Please confirm if it should be included on this page or another.

Approved as to Insurance Requirements:	Approved for Legal Sufficiency:
Risk Management Division	Assistant County Attorney
Date: _____	Date: _____

EXHIBIT "A"

Project Schedules; Mobilization & engineering Schedule, and Initial Baseline Project Schedule

To be finalized after Award in consultation with Design-Builder

MDC131

MDCR Master Plan Replacement Jail Site1
6950 NW 41st Street Miami FL 33166
DB21-MDCR-1

EXHIBIT "B"

Letters of Agreement and Schedules of Participation

To be finalized after Award in consultation with Design-Builder

MDC132

EXHIBIT "C"

Contract Schedule of Values

To be finalized after Award in consultation with Design -

MDC133

EXHIBIT "D"

INTERNAL SERVICES DEPARTMENT

PERFORMANCE AND PAYMENT BOND
(Section 255.05, Florida Statutes)

BOND NUMBER _____

CONTRACT NUMBER_____

_____
(Contractor)

_____
(Principal Business Address and Telephone Number)

_____
(Surety)

_____
(Principal Business Address and Telephone Number)

_____
(Owner)

_____
((Principal Business Address and Telephone Number)

By this Bond, We _____ (hereinafter referred to as the "Principal"), as Contractor under the contract dated _____ 20_____, between Principal and Miami-Dade County for the Construction of _____ (hereinafter referred to as "Contract") the terms and conditions of which Contract are incorporated herein by reference and in its entirety into this Bond and _____ a corporation (hereinafter referred to as the "Surety"), are bound to Miami-Dade County (hereinafter referred to as the "County") in the sum of _____ U.S. dollars ($ _____) for payment of which we bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns, jointly and severally for the faithful performance of the Contract.

THE CONDITION OF THIS BOND is that if Principal or successors:

1. Performs all work due and otherwise complies with all terms and conditions of the Contract including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees

and warranties or to cure latent defects in its work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void, otherwise it remains in full force.

5. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

6. The Surety waives notice of and agrees that any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or any changes, do not affect the Surety's obligation under this Bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant as defined in Section 255.05(1), Florida Statutes, under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.

9. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20_____

ATTEST:

_____
(Secretary)

_____
(Print or type name)

CONTRACTOR:

_____
(Contractor Name)

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

_____
(Print or type name)

_____
(Official Title)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

_____
(Printed Name of Surety)

(CORPORATE SEAL)

_____
(Address of Surety)

_____
(Telephone of Surety)

By:_____
(Signature of Attorney-in Fact)*

By:_____
(Signature of Resident Florida Agent)*

_____
(Printed Name of Attorney-in-Fact)

_____
(Printed Name of Agent)

_____
(Address)

_____
(Address)

_____
(Telephone)

_____
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT (SPD)
SPD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

_____

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Proposer's Name: _____

EXHIBIT "F"
SPD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34) Firm Name of Prime Contractor/Respondent

_____ FEIN # _____ Project/Contract Number

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

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

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

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

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

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

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

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

MDC138

EXHIBIT "G"

AFFIDAVIT AND PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Contractor") to perform part of the Contractor's work or furnish labor, materials or equipment to the Contractor to be used in performing part of the Contractor's work on the _____ Contract of Miami-Dade County, (_____ Department) hereby certifies, affirms and acknowledges that (1) the Contractor has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the ___th day of _____ , 20__, and the Contractor has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade _____ Department) has made to the Contractor through the date set forth above; and (2) in consideration of the receipt of payment made by the Contractor, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Contractor, its bonding company, Miami-Dade County, Miami-Dade _____ Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade _____ Department) to the Contractor through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Partial Release to be executed and sealed this _____day of _____, 20__.

(CORPORATE SEAL)

_____
Name of undersigned corporation or entity

By: _____
Signature of Officer, Partner, or Owner

_____
Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____day of _____ 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____who acknowledged that he/she executed the above Affidavit and Partial Release on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____ My Commission Expires:_____

EXHIBIT "H"

AFFIDAVIT AND FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Contractor") to perform part of the Contractor's work or furnish labor, materials or equipment to the Contractor to be used in performing part of the Contractor's work on the _____ Contract of Miami-Dade County, (Miami-Dade _____ Department) hereby certifies, affirms and acknowledges that (1) the Contractor has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the _____th day of _____, 20__, and the Contractor has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade _____ Department) has made to the Contractor through the date set forth above; and (2) in consideration of the receipt of payment made to the Contractor, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Contractor, its bonding company, Miami-Dade County, Miami-Dade _____ Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade _____ Department) to the Contractor through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed and sealed this _____day of _____, 20__.

(CORPORATE SEAL)

_____
Name of undersigned corporation or entity

By: _____
Signature of Officer, Partner, or Owner

_____
Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____day of _____ 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____who acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____ My Commission Expires:_____

EXHIBIT "I"
CERTIFICATION OF THE DESIGN-BUILDER

The Design-Builder shall execute this affidavit and submit it with all releases.
Contract No. _____

According to the best of my knowledge and belief, I certify that all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract. I further certify that payments in full have heretofore been made by the Design-Builder to all persons, firms and corporations supplying labor, materials, equipment or supplies, used directly or indirectly by the Design-Builder or by any subcontractor in the prosecution of the work provided for in said Contract.

Estimate No. _____ For period ending: _____

Date: _____ Design-Builder: _____
Affix corporate seal if corporation

Exception(s) to appropriate payment to subcontractors and obtaining a Miami-Dade County Release of Lien is/are:

_____

_____

_____

_____

Signature: _____ Date:_____

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____day of _____ 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledged that he/she executed the above Affidavit on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____

My Commission Expires:_____

EXHIBIT "J"

FORCE ACCOUNT

MDC142

MIAMI-DADE COUNTY

Corrections and Rehabilitation Department
Construction Management Division
3505 NW 107 Ave
Miami, Florida 33178

Force Account

Miami Dade Corrections and Rehabilitation
Force Account Daily Report
Labor, Material & Equipment

DATE: _____
CONTRACTOR: _____
CONTRACT No.:
REPORT No. _____
CONTRACT CHANGE NOTICE / COUNTY LETTER:_____
PAGE NO. _____ of _____

IMPORTANT – THIS FORM MUST BE SIGNED AND SUBMITTED NOT LATER THAN THE DAY FOLLOWING DATE WORK WAS PERFORMED.

The following work was performed of this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services listed hereon:

Description of work performed: _____

LABOR					EQUIPMENT					
NAME	CRAF	HRRA	HOUR	TOTAL	MAKE	MODEL	DESCRIPTION	HOUR	RATE	EXT

CERTIFIED CORRECT BY:_____ **DATE** _____

MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED.
NO INVOICE OLDER THAN 30 DAYS ACCEPTED.

ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT BLUE BOOK.

MATERIALS

QUA	UNIT	DESCRIPTION	RECAP
			LABOR
			MATERIALS
			EQUIPMENT
CERTIFIED CORRECT BY:_____ **DATE** _____			**TOTAL THIS SHEET**
FOR ENGINEER'S USE APPROVED AS TO SUBSTANCE By: _____ RESIDENT ENGINEER DATE			EXTENSION OF LABOR, MATERIALS & EQUIPMENT VERIFIED BY: _____ INSPECTOR DATE

MDCR Master Plan Replacement Jail Site 1
6950 NW 41st Street Miami FL 33166
DB21-MDCR-01

MDC143

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT (Sub 200 Form)
(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County, as a condition of final payment under a contract, shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form shall be submitted at the end of the contract with the final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature | **Print Name and Title** | **Date**

For Departmental Use Only

Department Signature | **Print Name and Title** | **Date** | ☐ **Contractor in Compliance**

EXHIBIT "L"

Miami Dade Corrections and Rehabilitation
3505 NW 107th Ave.
Miami, Florida 33178

MIAMI-DADE COUNTY

miamidade.gov

SUBSTANTIAL COMPLETION INSPECTION

Date of Inspection:_____

Project Information

Project No.:_____

Contractor's Name:_____ Project Name:_____

Project Location:_____

Representation

Miami - Dade County:_____

User Agency: **Department of Transportation & Public Works**

Contractor:_____

Based on the request of the Contractor a substantial completion inspection was conducted, which resulted in the following:

☐ No punch list created. By signing below the County acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as the Notice of Final

☒ The punch list items as stated on the punch list form are of a nature that will allow beneficial occupancy on the premises and the punch list is issued as a final punch list, subject to re-inspection by the County. By signing below the County acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as a partial acceptance and notification of substantial completion. Final Acceptance shall be issued subsequent to completion and re-inspection of the punch list items. Project Close Out and final payment is subject to the punch list re-inspection and the submittal of all required documentation.

☐ The punch list items listed are of a nature that precludes beneficial occupancy of the premises. Substantial completion is denied at this time. Items on the punch list must be completed and the Contractor must request another Substantial Completion Inspection,

All punch list items were originally estimated to be completed on 12/21/15; however, Traffic Signal inspections generated upgrades to the new code, programming changes had to be done and this information took longer than expected, and it was beyond the contractor's responsibility; therefore, all these changes must be completed on or before the mutually agreed upon date of:_____

Contractor	Accepted By:	Miami - Dade County
_____		_____
_____		_____
Signature		Signature

Delivering Excellence Every Day

EXHIBIT "M"

CERTIFICATE OF FINAL COMPLETION

Corrections and Rehabilitation Department
Construction Management Division
3505 NW 107th Ave.
Miami, Florida 33178

Certificate of Final Acceptance

(Date)

(Name)
(Title)
(Name of Contractor)
(Address)
(City, State/Zip Code)

Project Information:

Project Title: MDCR Master Plan Replacement Jail Site 1
Contract No.:
ISD Project No. DB21-MDCR-01
Location: 6950 NW 41st Street Miami FL 33166

Consultant (A/E): _____

Contractor (DB): _____

THE UNDERSIGNED hereby certifies that to the best of our knowledge and belief, based on observation of the work under the terms of the Agreement, we have found the County project described herein to be complete and in conformity with the construction contract requirements including completion of all "Punch List" items and the furnishing of all other items required. We, therefore, recommend that Final Completion Date be established as: (Insert date).

The following is a summary of approved changes to the contract sum:

1	Original Contract Sum	$ (Insert amount)
2	Additive Change Order	$ (Insert amount)
3	Deductive Change Order	$ (Insert amount)
4	Liquidated Damages (*) (*) Calculated at $ (Insert amount) per day from (Insert date) to (Insert date)	$ (Insert amount)
5	Other Changes (explain below)	$ (Insert amount)
	FINAL ADJUSTED CONTRACT SUM	**$ (Insert amount)**

Explanation for (5) above:

Substantial Completion of this project was established as (Insert date), therefore, the year's Guarantee expires on (Insert date).

Corrections and Rehabilitation Department
Construction Management Division
3505 NW 107th Ave.
Miami, Florida 33178

Certificate of Final Acceptance

Recommended: _____
(Project Manager, MDCR)

Approved: _____
(Deputy Director, MDCR

Approved: _____
(Chief, Construction MDCR)

Approved: _____
(Director, MDCR)

Distribution:

EXHIBIT "N"
DESIGN-BUILDER RELEASE

Contract No.:

KNOW ALL MEN BY THESE PRESENTS: Pursuant to the terms of the Contract and in consideration of the sum of paid by the Miami-Dade County under the Contract, the undersigned Design-Builder does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers, agents and employees, of and from all liabilities, obligations, and claims whatsoever for payment for its Work, in law and in equity, under or arising out of said Contract, subject to the County's obligations under Section 18.32 of the Contract.

IN WITNESS WHEREOF, this release has been executed this __ day of_____, 20__.

(COMPANY SEAL)

WITNESS:

_____

_____

_____
Design Builder Signature
Print Name:_____
Title:_____

NOTE : In the case of a corporation, witnesses are not required, but the CERTIFICATE below must be completed.

CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that who signed said release on behalf of the Contractor, was then of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

(CORPORATE SEAL)

_____
Signature

EXHIBIT "O"

AGREEMENT ON FINAL QUANTITIES AND AMOUNTS

Miami Dade Corrections and Rehabilitation
Construction Management Division
3505 NW 107th Ave.
Miami, Florida 33178

Agreement on Final Quantities and Amounts

Project Title: **MDCR Master Plan Replacement Jail Site1**
ISD Contract No.:
Location: **6950 NW 41st Street Miami FL 33166**

The Design-Builder and the County Representative agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No._____** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES.** It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Design-Builder and the Authorized Representative of the Contracting Officer.

(COMPANY SEAL)

_____
Design-Builder

_____
Signature

_____
Print Name

_____
Print Title

_____
Date

(COMPANY SEAL)

_____
County Representative

_____
Signature

_____
Print Name

_____
Print Title

_____
Date

EXHIBIT "P"

FINAL AFFIDAVIT

Miami Dade Corrections and Rehabilitation
Construction Management Division
3505 NW 107th Ave.
Miami, Florida 33178

Final Affidavit

Project Title: MDCR Master Plan Replacement Jail Site 1
Contract No:
Project No.: DB21-MDCR-01
Location: 6950 NW 41st Street Miami FL 33166

The undersigned Contractor, [ ], certifies and warrants to the **Miami-Dade Corrections and Rehabilitation Department** that [ ] has paid in full and completely discharged any and all claims, demands, obligations and liabilities of [ ] in connection with or arising out of [(County Assigned Project Title and Number)], including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

(COMPANY SEAL)

_____
Contractor

_____
Signature

_____
Print Name

_____
Print Title

_____
Date

EXHIBIT "Q"

LABOR STANDARDS PROVISIONS FINAL ACCEPTANCE

MDCR Master Plan Replacement Jail Site 1
6950 NW 41st Street Miami FL 33166
DB21-MDCR-01

Corrections and Rehabilitation Department
Construction Management Division
3505 NW 107th Ave.
Miami, Florida 33178

Labor Standards Provisions Final Acceptance

Contract No.: ___

The undersigned Design-Builder,_____, hereby certifies that all laborers, mechanics, apprentices, and trainees employed by him or by any Subcontractor performing work under the Contract on the project have been paid ***wages at rates no less than those required by the Contract provisions***, and that the work performed by each laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

EXCEPTION (S) :

Design Builder:_____ **(COMPANY SEAL)**

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT "R"

CERTIFICATE OF SUBCONTRACTORS STATUS

Miami Dade Corrections
Construction Management Division
3505 NW 107 Ave.
Miami, Florida 33178

Certificate of Sub-contractor Status

This is to certify that the following is a complete list of sub-contractors who worked on [(County Assigned Project Title and Number)].

Name	Description of work	Original Contract Amount	Paid to Date	Amount Owed

This also certifies that the outstanding amounts will be paid to the respective sub-contractors as soon as funds are received from Miami-Dade County Internal Services Department.

(COMPANY SEAL)

_____
Contractor

_____
Signature

_____
Print Name

_____
Print Title

[MDCR Master Plan Replacement Jail Site 1
6950 NW 41st Street Miami FL 33166
DB21-MDCR-01

]

EXHIBIT "S"
Design Criteria

As advertised in Request for Design-Build Services
for Miami-Dade Corrections and Rehabilitation Department for MDCR Master Plan Replacement Jail – Site 1
ISD Project No. DB21-MDCR-01

MDC158

MDCR Master Plan Replacement Jail Site1
6950 NW 41st Street Miami FL 33166
DB21-MDCR-1

EXHIBIT "T"

NOT USED

EXHIBIT "U"

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

UTILIZATION AND ASSURANCE FORM

SMALL BUSINESS PARTICIPATION ON DESIGN-BUILD PROJECTS

(All design-builders proposing on this design-build project must submit this form at Step 1 – Evaluation of Qualifications)

Project No.: _____ Project Title: _____

Design-Builder: _____

Address:_____City_____State_____ZIP _____

Contact Number: _____

The design-builder is committed to the established minimum of _____% SBE-A/E, _____% SBE-Construction and _____% SBE-G/S utilization on this design-build project.

Design-Builder's Name & Title	Design-Builder's Signature	Date

To satisfy the requirements of Step 1 – Evaluation of Qualifications of the SELECTION PROCESS, the following are required:

1. Acknowledge the SBE-A/E, SBE-Construction and SBE-G/S goal(s) established for this project via the Utilization and Assurance Form;
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established goal(s) as indicated in the Request for Design-Build Services (RDBS).

To satisfy the requirements of Step 2 – Evaluation of Technical and Price Proposal of the SELECTION PROCESS, note the following:

I understand I will be required to submit my company's SBE-A/E, SBE-Construction and SBE-G/S Utilization Plan, which must include a Letter(s) of Agreement (LOA) and Schedule of Intent Affidavit(s) (SOI) for each of the proposed SBE-A/E, SBE-Construction and SBE-G/S firms who will be utilized to satisfy any portion of the established goal(s).

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

_____
Signature of Owner

SWORN TO and subscribed before me this_____day of_____, 20____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

EXHIBIT "V"

PAY APPLICATION FORM

To be finalized after Award in consultation with Design-Builder

EXHIBIT "W"

Miami-Dade Corrections and Rehabilitation Department

Construction Contract Management

Requisition Checklist

Requisition No.

Project No.

Contractor:

		NOTES	
☐	Contract Number (Must have after Req 2)		
☐	Purchase Order No.		
☐	Vendor No.		
☐	Check Contract Amount		
☐	Check Previous Amount		
☐	Notice to Proceed Dates	From:	To:
☐	Change Order in Process (Obtain latest version)	No.	Extend To:
☐	Pay Period	From:	To:
☐	Signature Page (Must be fully signed)		
☐	Insurance		
☐	Amount Payable - In Contractor's Invoice and Pay Estimate		
☐	Contingency Amount (Verify if Overrun)		
☐	Change Order in Progress / Properly Executed		
☐	Check IG and Budget Code		
☐	Retainage, if applicable, is properly calculated		
☐	Liquidated Damages, if applicable, are properly calculated		
☐	STOP PAYMENT		
☐	COCs attached if WO is closed - Verify amounts, dates and signatures		
☐	NAM(s) if applicable - Must be signed by Contractor and Construction Chief		
☐	Payrolls match Requisition Period		
☐	MUR if applicable		
☐	WO Report (If there is a negative balance, notify Project Manager to revise WO)		
☐	Release of Lien / Consent of Surety (List Subcontractors and Suppliers)		

SUMMARY OF CHARGES:

☐	Work Order Numbers if Applicable	
☐	Budget Codes same as Tables (PW, Site, WO No., Amount)	
☐	Amount must match with Amount Due This Requisition	

FIRST REQUISITION:

☐	Contract Award Recommendation Letter - (3 sets: Project File, Finance Div., Requisition)	
☐	SEND SCAN OF NTP, AWARD RECOMMENDATION, AND CONTRACT FOR MAIN FINANCE (SEND TO MARIELA/ALVARO)	
☐	COPY OF CONTRACT (3 SETS, PROJECT FILE, FINANCE DIV., PAYMENT BEING PROCESSED)	
☐	NOTICE TO PROCEED (3 SETS, PROJECT FILE, FINANCE DIV., PAYMENT BEING PROCESSED)	
☐	CONTRACTOR'S INVOICE REQUIRED AS PER CONTRACT SPECIFICATIONS	

LAST REQUISITION:

☐	COMPANY SEAL - ON PAY EST. SUMMARY PAGE	
☐	CERTIFICATE OF ACCEPTANCE -(MUST HAS COMPANY NAME, CONTRACTOR SIGNATURE, DATE,	
☐	Final Releases of Lien (3) - Amounts shown equal Total Work to Date - Notarized	
☐	.	
☐	UNDER OR OVERRUN - (VERIFY IF C.O. WAS ISSUED FOR OVERRUN OR IF TOTAL CONTRACT AMOUNT UNDERRUNS THE EXCESS IN CONTINGENCY	
☐	Subcontractors Payment Report	
☐	Certification of the Contractor	
☐	RFTE 4 Form (Contract over $1,000,000.00)	
☐	AMOUNT THIS PAYMENT REQUISITION	$ -

COMMENTS

CHECK LIST VERIFIED BY: _____ DATE: _____

EXHIBIT "X"

PO APPLICATION FORM

To be finalized after Award in consultation with Design-Builder

Exhibit "Y"

MIAMI-DADE COUNTY, FLORIDA

NOTICE OF PUBLIC MEETING

The Board of County Commissioners of Miami-Dade County, Florida ("Board") will conduct a public meeting in its meeting room on the 2nd floor of the Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida on Tuesday, June 4, 2024, at 9:30 A.M., to consider awarding a contract, by a method other than a competitive selection process, for the Project DB21-MDCR-01 Master Plan Replacement Jail – Site 1 Training and Treatment Center (TTC) at 6950 NW 41st Street, Miami, FL 33166.

In accordance with Section 255.20(1)(c)(10), Florida Statutes, Section 5.03(D) of the Home Rule Charter of Miami-Dade County, and Section 2-8.1(c) of the Miami-Dade County Code, at that meeting, or such subsequent time as the Board may in its discretion determine, the Board will consider whether it is in the public's best interest to select OHLA Building Inc, as the design-builder for the Project No. DB21-MDCR-01 Master Plan Replacement Jail – Site 1 Training and Treatment Center (TTC) by a method other than a competitive selection process using the criteria and procedures permitted by the Home Rule Charter and the Miami-Dade County Code by a two-third vote of the full Board membership.

Section 255.20(1)(c)(10), Florida Statutes, allows for waivers when the time to competitively award a project will, among other things, materially increase the cost of the project. In addition, conducting a competitive solicitation would create an undue hardship on the public health, safety, or welfare of the County because it would delay the completion of the updated, modernized, Master Plan Replacement Jail – Site 1 Training and Treatment center. The scope of services for this work is to cost $228,733,431.13 inclusive of 10% contingency, dedicated allowances and Art in Public Places.

Interested parties may:

(1) view a live broadcast of the Commission meeting in the lobby of the Stephen P. Clark Government Center, located on the first floor;
(2) speak, where permissible, in the Miami-Dade Commission Chambers located on the second floor of the Stephen P. Clark Government Center; members of the public will be required to register to speak on the first floor and will be escorted to the Commission Chambers at the appropriate time;
(3) view a live broadcast on Miami-Dade Television;
(4) view a live webcast at https://www.miamidade.gov/webcasting;
(5) after the meeting, view an archived copy of the meeting at www.miamidade.gov/webcasting; or
(6) if you are deaf or hard of hearing, you may join the meeting using Florida Relay Service by dialing 711 on your telephone.

If you have any questions or require additional information regarding the virtual meeting, please call (305) 375-5777.

Miami-Dade County provides equal access and equal opportunity in its programs, services and activities and does not discriminate on the basis of disability. To request materials in accessible format, a sign language interpreter, and/or any other accommodation to participate in any County-sponsored program or meeting, please contact (305) 375-2035 or send an email to agendco@miamidade.gov in advance of the meeting to initiate your request. TTY users may also call 711 (Florida Relay Service).

BOARD OF COUNTY COMMISSIONERS

Juan Fernandez-Barquin, Clerk

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. ***It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.***

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

☐ **FEIN** _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ **NAICS Code** _____

SECTION 2: VENDOR AFFIDAVITS FORM *(pages 5-8)*

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line **A**, leave blank)

Street Address (P.O. Box Number is not permitted) | City | State (U.S.A.) | Country | Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS		% OF OWNERSHIP									

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White			
Black			
Hispanic			
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
Total Number of Employees			
			Total Employees

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. ***MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT***
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. ***MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT***
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. ***MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT***
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. ***MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT***
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. ***MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT***
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. ***MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT***
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant) (Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: _____ *State* _____ *County of*

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ *day of* _____ *20* _____.

by _____ *He or she is personally known to me* ☐ *Or has produced identification* ☐

Type of Identification Produced _____

Signature of Notary Public *(Serial Number)*

Print or Stamp of Notary Public *Expiration Date* *Notary Public Seal (When applicable)*

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☐ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

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

Solicitation No.: _____ Solicitation Title: _____

By: _____ Date: _____ 20 ____
Signature of Affiant

_____ ___/___-___/___/___/___/___/___
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Bidder/Proposer

_____
Address of Bidder/Proposer

DEBARMENT DISCLOSURE AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

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

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

hereinafter called the proposer, located at

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

Witness:_____ Witness:_____
Signature Signature

Witness:_____ By: _____
Legal Name & Title

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by _____having the title of _____

with _____

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

He/She is [ ] personally known to me, or
[ ] has produced _____as identification

Notary Signature:_____

Type or Print Name:_____

Notary Seal:

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ whose (name of entity submitting sworn statement)

   business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship with the entity named (please print name of individual signing)

   above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime or:
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the pubic interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)

_____ Date: _____

(Signature)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____(Date)

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

_____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal:
(State)

Miami-Dade County
Contractor Due Diligence Affidavit

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

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

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

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

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

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

Contract Title: _____

_____ Printed Name of Affiant

_____ Printed Title of Affiant

_____ Signature of Affiant

_____ Name of Firm

_____ Date

_____ Address of Firm

_____ State

_____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

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

He or she is personally known to me or has produced identification

_____ Signature of Notary Public

_____ Serial Number

_____ Print or Stamp of Notary Public

_____ Expiration Date

_____ Notary Public Seal

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

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

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

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

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

Printed Name of Affiant | **Printed Title of Affiant** | **Signature of Affiant**

Name of Firm | **Date**

Address of Firm | **State** | **Zip Code**

Project Number/Name

Notary Public Information

Notary Public – State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public | Serial Number

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

CRIMINAL RECORD AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

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

_____
(Legal Name, Corporation, Partnership, Firm, Individual)
hereinafter called the bidder or proposer, located at _____ and that said bidder or proposer, as of the date of this bid or proposal submission:

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

[ ] has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness:_____ Witness: _____
Signature Signature

Witness:_____ By: _____
Signature Legal Name & Title

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by _____having the title of _____

with _____

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

He/She is [ ] personally known to me, or
[ ] has produced _____as identification.

Notary Signature:_____

Type or Print Name:_____

Notary Seal:

DESIGN-BUILDER'S AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____ who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of _____
(Legal Name, Corporation, Partnership, Firm)
hereinafter called the bidder or proposer, located at _____ that said proposer visited the site of the work and has carefully examined the documents for said project and checked them in detail before submitting his/her proposal and proposal price; and further, that the proposer or his/her agent, officers, or employees have not either directly or indirectly, made any agreement of participated in any collusion with other bidders, or representatives of Miami-Dade County, or otherwise taken any action in restraint of open competitive bidding in connection with his proposal or proposal price for said project.

Witness:_____ _____
Signature Legal Name of Proposer

Witness:_____ _____
Signature Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

[ ] a _____ corporation [ ] a partnership [ ] a joint venture, on behalf of the
[ ] corporation [ ] partnership [ ] joint venture.

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

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

Date: August 12, 2022

Memorandum

MIAMI-DADE COUNTY

To: Namita Uppal, C.P.M., Deputy Director and Chief Procurement Officer
Internal Services Department

Through: Lydia Osborne, Ph.D., C.P.P.O, C.P.P.B., NIGP-CPP
Strategic Procurement Division Director
Internal Services Department

From: Julie Whiteside, Procurement Contracting Officer 3
Chairperson, Competitive Selection Committee

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
10:54 am, 08/16/2022
CLERK OF THE BOARD

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Corrections and Rehabilitation Department (MDCR)
Design-Build Services for MDCR Master Plan Replacement Jail – Site 1 Training and Treatment Center
ISD Project No. DB21-MDCR-01

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Request for Design-Build Services.

ISD Project No.: DB21-MDCR-01

Project Title: Design-Build services for MDCR Master Plan Replacement Jail – Site 1 Training and Treatment Center

Scope of Services Summary: The scope of services requires the Design-Builder to demolish existing Training and Treatment Center Facility and design and build a new Central Intake, Release, and Administration Building, and a 3-story parking garage located at 6950 NW 41 Street, Miami, FL 33166. This project is identified as Site 1 of two sites in the Master Plan Replacement Jail Project.

Participation Restrictions: Pursuant to Florida Statutes 287.055, "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package. Therefore, the Design Criteria Professional, Perez and Perez Architects Planners, Inc. and the following subconsultants are not eligible to render Design-Build services for this solicitation: Bliss & Nyitray Inc., SDM Consulting Engineers, Inc., EAC Consulting Inc., CPM International, Dan Wiley Associates, Inc. and Pulizer & Bogard, Inc.

Experience and Qualifications: Please refer to the attached Experience and Qualifications.

Estimated Cost of Contract: The estimated design-build project cost is $120,000,000.00, inclusive of contingencies and allowances.

Estimated Term of Contract: 2,190 Calendar Days

Small Business Development Goal/Measure: The Internal Services Department's Small Business Development Division established a 18% Small Business Enterprise – Architectural & Engineering Goal and a 14% Small Business Enterprise - Construction Goal, applicable to this solicitation.

Advertisement Date: February 19, 2021

Step 1 Proposal(s) Received: Two (2) proposals were received through BidSync on April 15, 2021.

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Request for Design-Build Services, an analysis of market availability was performed. On April 26, 2021, the final recommendation was to proceed with the evaluation of the two (2) proposals.

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

Small Business Enterprise Compliance Review: All proposals reviewed were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated August 25, 2021.

Selection Process: The Design-Build solicitation process involves a two-step selection process, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Price Proposals. Step 1 is the evaluation of the design-build team's qualifications based on their proposal. Step 2 is the evaluation of competitive technical and price proposals for short-listed firms deemed responsive at Step 1.

Step 1 Evaluation: On September 10, 2021, the Competitive Selection Committee evaluated the experience and qualifications, scored and ranked the proposals from the two (2) responsive proposers. In accordance with the Step 1 evaluation criteria outlined in the solicitation document, the Competitive Selection Committee voted to advance the two (2) proposers to submit technical and price proposals for the Step 2 evaluation process.

Step 1 Results: Please see the attached Step 1 Tabulation Sheet.

Step 2 Proposals: Two (2) technical and price proposals were received through BidSync on February 4, 2022.

Step 2 Evaluation: On July 6, 2022, the Competitive Selection Committee evaluated the two (2) proposers, OHLA Building Inc. and Suffolk Construction Company Inc. based upon the established Step 2 evaluation criteria. After the Competitive Selection Committee scored the technical proposals, price proposal and bid bond envelopes were opened, and the bid prices were read into the record. The final ranking was determined by dividing the bid price by the qualitative score to yield an adjusted bid. The qualitative scores, bid prices, adjusted bids and final rankings are noted below:

Design-Builder	Qualitative Score	Bid Price	Adjusted Bid	Final Ranking
OHLA Building Inc	442	$184,014,162.00	416,322	1
Suffolk Construction Company Inc	466	$252,683,000.00	542,238	2

Step 2 Results: Please see the attached Step 2 Tabulation Sheet.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports: Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, ISD requested all reports and findings (collectively "Reports") of the OIG and/or the COE regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On August 4, 2022 no Reports were produced by the OIG, and on August 12, 2022 no Reports were produced by the COE.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor, or his designee approve the following Negotiation Committee, for the purpose of negotiating one (1) Design-Build Contract for this solicitation with the top ranked firm:

- Julie Whiteside, Procurement Contracting Officer 3, Non-Voting Chairperson, Internal Services Department
- Richard Bechtold, Construction Manager 2, Miami-Dade Corrections and Rehabilitation Department
- Gato Jackson, Chief, Miami-Dade Corrections and Rehabilitation Department
- Gilberto Figueroa, Commander, Miami-Dade Corrections and Rehabilitation Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following Design-Builder for the purpose of negotiating one (1) Design-Build Contract, as recommended by the Competitive Selection Committee:

SELECTION FOR DESIGN-BUILD NEGOTIATION

OHLA Building Inc

The following firm will serve as alternate:

Suffolk Construction Company Inc

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

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

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

If approved, the Negotiation Committee is to proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County and submit the signed contract to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of the memorandum. Should negotiations fail with the recommended firm, approval is requested to initiate negotiations with the alternate firm.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue, and the report is to be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

_____ _____

Namita Uppal
Deputy Director and Chief Procurement Officer

Date

Attachments:
1. Experience and Qualifications
2. Analysis of Market Availability
3. List of Respondents

4. Small Business Development Utilization and Assurance Review Memorandum
5. Step 1 Tabulation Report
6. Step 2 Tabulation Report

c: Competitive Selection Committee
Clerk of the Board of County Commissioners

Experience and Qualifications

Lead A&E Consultant is preferred to demonstrate experience in designing and building Correctional Facilities, or similar type facility(ies) (I.e., similar programmatic complexity, use and value) for the U.S. Government, state agency or local municipality in the past seven years.

1) The Lead A/E consultant should demonstrate experience in designing at least (1) correctional facility and/or correctional facilities support building with similar programmatic requirements, use and value for the U.S. Government, state agency or local municipality in the past seven years.

2) The A&E Consultant certified in Technical Category 11.00 – General Structural Engineering will be required to have a threshold inspector. The Independent threshold inspector must be in compliance with the project certification requirements (code 11).

3) The A&E team (Lead A&E and/or sub-consultants) should include a LEED-AP professional in order to achieve optimum results in the application of LEED-related practices.

4) The Construction Manager (CM) should demonstrate verifiable CM/PM qualifications and experience with the successful construction through completion of one (1) correctional facility type building of approximately 200,000 SQ FT in usable area within the past ten (10) years.

5) The Prime Contractor should be a LEED-AP, or have a LEED-AP Consultant on staff during the entire construction phase, who can demonstrate experience in the LEED certification process of at least one (1) facility completed or one (1) facility under construction, which is registered with the United States Green Building Council (USGBC) to pursue a minimum of Silver LEED-certified rating.

The expertise must be met by a qualified individual(s) of the Design-Builder, Lead A/E, and/or its sub-consultant(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

ANALYSIS OF MARKET AVAILABILITY

ISD Project No.:	DB21-MDCR-01
ISD Project Name:	Design-Build Services for MDCR Mater Plan Replacement Jail – Site 1 TTC/Traning & Treatment Center
Department:	Miami-Dade Corrections and Rehabilitation Department
Submittal Date:	April 15, 2021
Submittals Received:	Two (2)
A&E Coordinator:	Julie Whiteside
Prepared on:	April 19, 2021

BACKGROUND:

Internal Services Department Project No. DB21-MDCR-01 Design-Build Services for MDCR Mater Plan Replacement Jail – Site 1 TTC/Traning & Treatment Center, was advertised on behalf of the Miami-Dade Miami-Dade Corrections and Rehabilitation Department on February 19, 2021. This solicitation was advertised to contract a design builder to demolish the existing Training and Treatment Center Facility and to design and build a new Central Intake, Release, and Administration Building, located at 6950 NW 41 Street, Miami, FL 33166.

The Request for Design Build Services for this solicitation included the following Technical Certification requirements:

14.00 Architecture (Lead A/E)
18.00 Architectural Construction Management (Lead A/E)
8.00 Telecommunications Systems
10.05 Environmental Engineering - Contamination Assessment/Monitoring
11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management
20.00 Landscape Architecture

The Request for Design Build Services included preference that the proposers demonstrate experience and qualifications as follows:

Lead A&E Consultant is preferred to demonstrate experience in designing and building Correctional Facilities, or similar type facility(ies) (I.e., similar programmatic complexity, use and value) for the U.S. Government, state agency or local municipality in the past seven years.

1) The Lead A/E consultant should demonstrate experience in designing at least (1) correctional facility and/or correctional facilities support building with similar programmatic requirements, use and value for the U.S. Government, state agency or local municipality in the past seven years.

2) The A&E Consultant certified in Technical Category 11.00 – General Structural Engineering will be required to have a threshold inspector. The Independent threshold inspector must be in compliance with the project certification requirements (code 11).

3) The A&E team (Lead A&E and/or sub-consultants) should include a LEED-AP professional in order to achieve optimum results in the application of LEED-related practices.

4) The Construction Manager (CM) should demonstrate verifiable CM/PM qualifications and experience with the successful construction through completion of one (1) correctional facility type building of approximately 200,000 SQ FT in usable area within the past ten (10) years.

5) The Prime Contractor should be a LEED-AP, or have a LEED-AP Consultant on staff during the entire construction phase, who can demonstrate experience in the LEED certification process of at least one (1) facility completed or one (1) facility under construction, which is registered with the United States Green Building Council (USGBC) to pursue a minimum of Silver LEED-certified rating.

ANALYSIS OF MARKET AVAILABILITY:

Prior to the advertisement of the Request for Design Build Services, the future solicitation document was posted for two weeks beginning on December 31, 2020. Additionally, the Architectural and Engineering (A&E) Unit conducted analysis of the market availability that shows 131 firms were registered with the county and technically satisfied to perform the requested work as a Lead A/E consultant.

The BidSync report shows that 1188 A&E firms received invitation, and 181 of those firms successfully downloaded the solicitation for review. Additionally, during the project briefing meeting held on March 2, 2021 to which 82 firms' representatives attended, no one raised any issues or concerns regarding any apparent project participation restrictions or limitations. The general expectation at that time was th at due to the specialized nature of the project, a limited number of firms will consider competing for selection for this project.

RECOMMENDATION:

MDCR has expressed its need of promptly selecting a design builder to have this contract in place. This project was pre-advertised as a future solicitation on December 31, 2020 for a period of 2 weeks, and no questions or comments were received from the public. Furthermore, the formal advertisement period for this project was over a month, from February 19, 2021 to April 15, 2021.

Based upon the above facts, and MDCR's need for these specialized services, it is recommended that the two proposals received electronically via Bidsync be considered and evaluated through the A&E process.

Julie Whiteside

Julie Whiteside
Procurement Contracting Officer 3
Internal Services Department

4/26/21
Date

Pablo Valin
Sr. A/E Consultant Selection Coordinator

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for MDCR Master Plan Replacement Jail - Site 1 TTC/Training & Treatment Center

Project No.: DB21-MDCR-01

Measures: SBE-A/E 18%, SBE-CON 14%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 04/15/2021

Team No.: 1 **Prime Local Preference:** Yes

Prime Name: SUFFOLK CONSTRUCTION COMPANY INC **FEIN No.:** 042776356

Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	DLR GROUP INC		930998113
b.	BERMELLO AJAMIL & PARTNERS INC		591722486
c.	FRAGA ENGINEERS, LLC		204038436
d.	NOVA CONSULTING INC		650577672
e.	DDA ENGINEERS PA		650138165
f.	NIFAH & PARTNERS CONSULTING ENGINEERS		650604266
g.	300 ENGINEERING GROUP PA		562612529
h.	FALCON CORRECTIONAL AND COMMUNITY SERVICES INC		815112587
i.	R&N SYSTEMS DESIGN LLC		621826411
j.	CORNERSTONE DETENTION PRODUCTS INC		631196091
k.	JENSEN HUGHES INC.		521199515
l.	BARBER & ASSOCIATES LLC		852415717
m.	GCES ENGINEERING SERVICES LLC		461012695

Team No.: 2 **Prime Local Preference:** Yes

Prime Name: OHL BUILDING INC **FEIN No.:** 650584540

Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	CGL COMPANIES, LLC		814621685
b.	GURRI MATUTE PA		651038126
c.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
d.	BND ENGINEERS INC		650421519
e.	DOUGLAS WOOD ASSOCIATES INC		650343713
f.	CURTIS & ROGERS DESIGN STUDIO INC		650294753
g.	SEQUIL SYSTEMS INC		611429151
h.	HDR ARCHITECTURE INC		470353452
i.	CML SECURITY LLC		474326233
j.	D STEPHENSON CONSTRUCTION INC		650313701
k.	IMR DEVELOPMENT CORP		383799104

Memorandum

MIAMI-DADE COUNTY

DATE: August 25, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: **REVISED** Compliance Review
Design-Build Services for MDCR Master Plan Replacement Jail – Site 1 TTC/Training Center
Project # DB21-MDCR-01 (REVISED)

Small Business Development (SBD) a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE-A&E) Program for Architectural and Engineering Services Program. The contract measures established for this project are a 18.00% SBE-A&E sub-consultant goal and a no measure for SBE-Goods & Services.

The Strategic Procurement Management Division of the Internal Services Department (ISD) has submitted a proposal from Lead Firms: OHL and Suffolk Construction Company, Inc. The following is the pre-award compliance status and summary.

FIRM:		**STATUS:**
1.	OHL	Compliant
2.	SUFFOLK CONSTRUCTION COMPANY, INC.	Compliant

SUMMARY:

OHL (#1) a non-certified SBE-A&E firm committed to utilize CGL Companies, a non-certified SBE-A&E firm as a first-tier sub-consultant. CGL Companies has committed to utilize the following second-tier certified SBE-A&E sub-consultants: BND Engineers, Inc. to perform the following TCs: 10.05 Contamination Assessment and Monitoring, 16.00 General Civil Engineering and 17.00 Engineering Construction management at *2.75%*; Curtis & Rogers Design Studio, Inc. to perform TC 20.00 Landscape Architecture at *1.25%*; Douglas Wood Associates, Inc. to perform the following TCs 11.00 General Structural Engineering and 17.00 Engineering Construction Management at *5.625%*; Gurri Matute, PA to perform the following TCs: 14.00 Architecture and 18.00 Architectural Construction Management at *7.50%* and Louis J. Aguirre & Associates, P.A. to perform the following TCs: 8.00 Telecommunication Systems, 12.00 General Mechanical Engineering, 13.00 General Electrical Engineering and 17.00 Engineering Construction Management at *14.375%*.

OHL submitted a Utilization Plan (UP) via BMWS to achieve a *31.50%* SBE-A&E sub-consultant goal. Each sub-consultant listed above confirmed their participation via BMWS. OHL has satisfied the contract's *18.0%* SBE-A&E sub-consultant goal and is compliant with the overall Small Business measures established for this contract.

Suffolk Construction Company, Inc., (#2) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: 300 Engineering Group, P.A. to perform TC 16.00 General Civil Engineering at *2.00%*; DDA Engineers, P.A. to perform TC 11.00 General Structural Engineering at *7.00%*; Fraga Engineers, LLC to perform the following TCs: 8.00 Telecommunication Systems, 12.00 General mechanical Engineering and 13.00 General Electrical Engineering at *8.00%*; and Nifah and Partners Consulting Engineers, Inc. to perform TC 11.00 General Structural Engineering at *1.00%*.

Suffolk Construction Company, Inc. submitted a Utilization Plan (UP) via BMWS to achieve a 18.00% SBE-A&E sub-consultant goal. Each sub-consultant listed above confirmed their participation via BMWS. Suffolk Construction Company, Inc. has satisfied the contract's 18.0% SBE-A&E sub-consultant goal and is compliant with the overall Small Business measures established for this contract.

SBD has verified that Suffolk Construction Company, Inc. is listed with an open violation on the Compliance Report of Open and Closed Small Business Wage and/or Workforce Violations in the last three (3) years, as of August 24, 2021; however, per the report, Suffolk Construction Company, Inc. does not have any items that must be addressed before the issuance of a new award as a prime or subcontractor.

Please note that SBD staff reviewed and addressed compliance with the SBE-A&E and SBE-G&S measures. The Procurement Management Division of ISD is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Tyrone White, SBD Capital Improvement Project Specialist at (305) 375-2824.

c: Jorge Vital, Jorge, ISD
Pablo Valin, ISD
Laurie Johnson, ISD

STEP 1 TABULATION SHEET SEPTEMBER 10, 2021	COMPETITIVE SELECTION COMMITTEE								
Miami-Dade Department of Corrections & Rehabilitation (MDCR) **DESIGN-BUILD SERVICES MDCR Master Plan Replacement Jail - Site 1 TTC/Training & Treatment Center Design** **ISD PROJECT NO. DB21-MDCR-01**	Richard Bechtold, MDCR	Gato Jackson, MDCR	Hugh Patrick Brown, WASD	Maria Barrenechea, MDAD	Gilberto Figueroa, MDCR	SUB-TOTAL	Total Qualitative Points	Qualitative Rank	FINAL RANK
NAME OF FIRM(S)									
1 **SUFFOLK CONSTRUCTION COMPANY INC (LOCAL)**									
1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	50	48	45	49	50	242			
2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	25	20	22	24	25	116			
3A - Past Performance of the Firms (Max. 20 points)	20	19	15	19	20	93			
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	3	3	4	5	20			
Sub-Total	100	90	85	96	100		471	1	1
Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
2 **OHL BUILDING INC (LOCAL)**									
1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	45	44	45	48	50	232			
2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	22	22	20	22	25	111			
3A - Past Performance of the Firms (Max. 20 points)	17	18	15	17	20	87			
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	5	22			
Sub-Total	88	88	84	92	100		452	2	2
Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									

Julie Whiteside, ISD Non-Voting Chairperson

MDC188

STEP 2 MEETING
JULY 6, 2022

DESIGN-BUILD SERVICES FOR MDCR CENTRAL INTAKE RELEASE AND ADMINISTRATION BUILDING (SITE 1)

ISD PROJECT NO. DB21-MDCR-01

STEP 2 TABULATION SHEET

		COMPETITIVE SELECTION COMMITTEE												
	NAME OF DESIGN BUILDERS	Richard Bechtold, MDCR	Gato Jackson, MDCR	Hugh Patrick Brown, WASD	Maria Barrenechea, MDAD	Gilberto Figueroa, MDCR	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL CSC SCORE	Alternate or Base Price Proposal	Adjusted Bid	FINAL RANKING
1	OHLA Building Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	40	30	38	30	30	168	34	23	45				
	2B - Project Construction Approach (Max. 40 points)	40	35	38	30	40	183	37	25	49				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	20	15	20	18	18	91	18	12	24				
		100	80	96	78	88	442				442	$184,014,162.00	416,322	1
2	Suffolk Construction Company Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	40	40	37	35	35	187	37	25	50				
	2B - Project Construction Approach (Max. 40 points)	38	40	37	35	38	188	38	25	50				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	20	15	20	16	20	91	18	12	24				
		98	95	94	86	93	466				466	$252,683,000.00	542,238	2
	Julie Whiteside, Chairperson, ISD													

MDC189

Section 3: Technical Requirements

3.1. Design

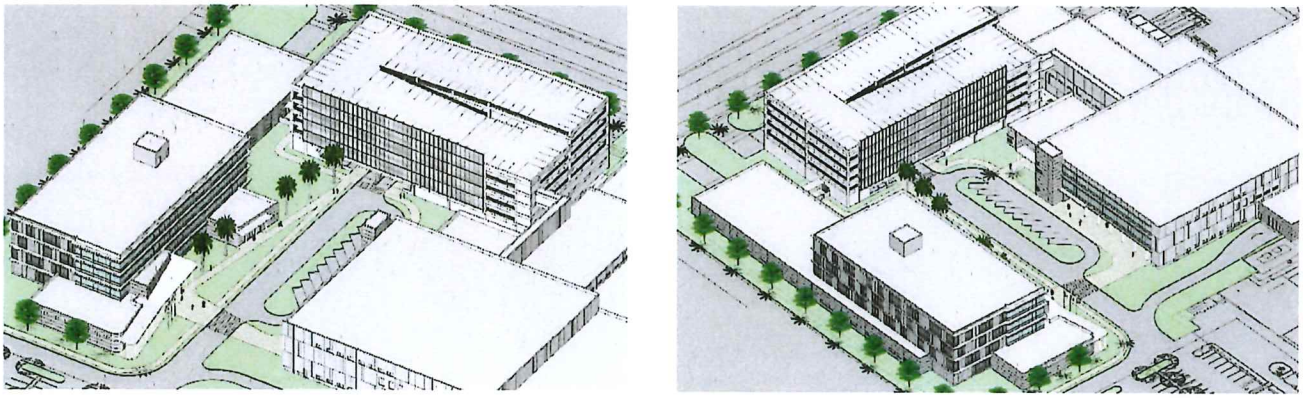
3.1.1 Confirmation of operational functionality and efficiency of Booking and Release Center, Central Warehouse, Parking Garage, and Administration Building in accordance with the Design Criteria Document, Program Statement section.

Site Design

Site Organization and Layout: The site for the new complex is located on the property currently occupied by the Training and Treatment Center adjacent to the existing TGK and Boot Camp facilities and bounded by NW 41st Street on the north and NW 69th Avenue on the east. As illustrated on the Site Plan drawings, the new complex is organized around a large central space or "courtyard" which provides access to the Administration Building, Visitation Building, Parking Garage (for visitors), Materials Management Bureau, Quartermaster, and the BRC. This central space acts as the organizing element around which all of the public buildings are arranged and provides easy and intuitive wayfinding for visitor access. The public entrances or lobbies to the Administration Building, BRC, Visitation Building, and Parking Garage are clearly visible and easy to identify with prominent signage and architectural features. The public entrances to the Administration Building, Visitation Building, and the BRC are well separated with ample green space between each entrance, to give each lobby its own dedicated area on the site and to prevent crowding of visitors. The Visitation Building has been located so that it is easy to find by visitors with its entrance clearly visible from the access drive and its lobby a short distance from the visitor parking. The BRC lobby is placed as close as possible to the visitor parking area. The staff only access to Materials Management Bureau and Quartermaster entrance is discreetly located and recessed from the pedestrian paths to minimize non-staff traffic. The large central space includes several short-term parking spaces convenient to the BRC and a generous paved plaza and green space at the Administration Building main entrance. This space provides an appropriate setting for the Administration Building entrance and can be used for public events and graduation ceremonies.

Site Circulation and Access: As illustrated on the Site Plan Diagrams drawing (A.101), the proposed site design completely separates public vehicular traffic from all staff and judicial vehicular access to ensure a safer and more efficient movement of vehicles on the campus. All visitors will access the short-term parking spaces in front of the BRC and the ground floor visitor spaces in the parking garage from 41st Street through the large central space. Staff will have a separate dedicated garage entrance from NW 69th Avenue, where they will use a ramp directly to the upper levels (Floors 2-6) of the parking garage. Staff can then use dedicated staff-only elevators in the garage to a ground floor staff lobby that will allow staff to access the Administration Building through a secured ground floor covered walkway or the other buildings on the campus. Judges and judicial staff have their own separate garage entrance located further south on SW 69th Avenue that provides dedicated access to 10 secure parking spaces on the ground floor of the garage and the elevator/bridge connection to the courts area in the BRC. Card key access and barrier gate arms will provide additional controls for access into the staff and judicial parking areas.

All of the major service and staff functions and access points are separated from the public areas and located on the east and south sides of the complex which will be restricted to public visitors. As described above staff and judicial parking access will occur on NW 69th Avenue. Delivery and truck access to the Warehouse and BRC loading and receiving areas will occur from NW 69th Street. The main Warehouse loading dock areas has been configured to accommodate tractor-trailer turning radius requirements. Vehicular access to the main central plant equipment areas, the Administration Building loading and receiving areas, and the Dog Training Facility will also occur from NW 69th Avenue. Access to the BRC vehicle sallyport for MDCR and local law enforcement vehicles will be from the restricted back side of the facility along NW 69th Avenue and the newly paved perimeter road on the south between 36th Street and the Boot Camp. Alternate access to the BRC sallyport can be provided from the west side of TGK as required.



Arial rendering of new construction