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

MEMORANDUM

Agenda Item No. 8(A)(2)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: May 20, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving design-build agreement between Miami-Dade County and Lemartec-NV2A JV, LLC to provide design-build services at Miami International Airport for the expansion of the existing South Terminal and the design and construction of a new Concourse K, Contract No.: DB23AV01, in an amount not to exceed $600,638,241.24 for a term of 1,485 calendar days; authorizing the County Mayor to execute the same to exercise the provisions thereof, including termination, and to exercise all relevant authority granted to the County Mayor pursuant to sections 2-285 and 2-285.2 of the Code

Resolution No. R-479-25

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date:	May 20, 2025 2025
To:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners
From:	Daniella Levine Cava Mayor
Subject:	Contract Award Recommendation to Lemartec-NV2A JV, LLC for Design-Build Services for Expansion of the South Terminal at Miami International Airport, Phase 1; Contract No. DB23AV01

SUMMARY

The project referenced above is one large capital improvement project in a series of many projects that will expand, modernize and construct new terminals, concourses, ramps, runways, parking structures, restrooms, and a hotel at Miami International Airport (MIA) as part of the $9 billion dollar investment made by my Administration for capital improvements and modernization. These improvements will allow MIA to meet the unprecedented increases in demand for air travel and air cargo that have skyrocketed in the past several years reaching almost 56 million passengers and more than 3 million U.S. tons of total freight registered in 2024, and will ensure that MIA retains its status among the top ranked airports in the country and as the Gateway to Latin America and the Caribbean.

This item is recommending the County enter into a design-build agreement (DB Agreement) with the newly formed joint venture of Lemartec-NV2A JV, LLC to provide design-build services for the eastward expansion of MIA's existing South Terminal. The scope of work includes the expansion of the existing South Terminal and the design and construction of a new Concourse K with six (6) contact gates and the associated apron and jet fuel hydrant services, a ground support equipment (GSE) maintenance facility, the installation of two (2) new make-up (carousel) facilities in the new Concourse K and modifications to the existing baggage handling system (BHS) that will provide for a crossover from the Central Terminal to the South Terminal.

The DB Agreement has a maximum total contract award of $600,638,241.24 inclusive of an engineering and design cost of $31,590,518.00, a construction cost of $500,481,100.00, a 10 percent contingency of $53,207,161.80, a permit allowance of $3,029,074.00, a dedicated allowance of $2,000,000.00, an Art in Public Places allowance of $8,854,617.81, and $1,475,769.63 for the Office of the Miami-Dade County Office of the Inspector General (OIG). It also provides for a contract time of one thousand four hundred eighty-five (1,485) calendar days from the effective date of the Notice to Proceed (NTP).

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a competitive award of a DB Agreement to Lemartec-NV2A JV, LLC (Lemartec-NV2A) entitled: "MIA South Terminal Expansion East (New Gates) Phase 1" in the maximum amount of $600,638,241.24 for a contract time of 1,486 calendar days.

SCOPE

The scope of services under this PSA that will be provided by Lemartec-NV2A for 1,485 calendar days from the effective date of the NTP.

- Provide design, project and construction management, surveying, additional geotechnical investigations, architectural and engineering designs.
- Provide Leadership in Energy and Environmental Design (LEED) Silver certification for Concourse K and the GSE.
- Provide Envision Silver certification.
- Provide fire protection engineering, civil and utilities design, drainage, lighting, acoustic analysis, structural engineering, MEP engineering, wayfinding and signage.
- Provide information technology (IT) systems, paging, and security access systems.
- Provide audio/visual design and building management systems.
- Provide cost estimates, schedules, and integration.
- Provide for the coordination of Art in Public Places.
- Provide environmental and building permitting, threshold inspections, landscaping, construction, construction administration, preparation and approval of shop drawings, start-up and commissioning and any supportive ancillary tasks required for the successful completion of the project.

The impact of this agenda item is countywide as it involves MIA which is a regional asset. MIA is in District 6 and is represented by Commissioner Kevin M. Cabrera.

DELEGATED AUTHORITY

This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. DB23AV01 and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code.

BACKGROUND

The Aviation Department requires the services of a qualified design-build team to provide architectural, engineering, design, construction, post-design services and commissioning for the South Terminal Expansion East – Phase 1 building and its associated apron, a new GSE Facility, and modifications to the existing baggage handling system. MDAD is expanding the South Terminal eastward to accommodate six (6) additional domestic gates that will be needed to meet MIA's future activity levels, including new entrant carriers. Furthermore, the South Terminal expansion is an enabling project for the redevelopment of the Central Terminal. The project will offer replacement capacity for the existing domestic gates currently located in Concourse G, which is outdated and has reached the end of its useful life. Demolition of Concourse G will also enable the eventual construction of the new Concourse F and improve aircraft circulation in the alleyways between the new Concourse F and existing Concourse H.

The principal officers of the firms in the joint venture team, Gilberto Neves (NV2A) and Manuel R. Garcia-Tunon (Lemartec) have successful work histories with Miami-Dade County as described below.

Lemartec

Manuel R. Garcia-Tunon is President of Lemartec, a local construction and design-build firm based in Coconut Grove, Florida with a proven track record in Miami-Dade County. Just within the last six (6) years, Lemartec has been awarded five contracts as a Prime Contractor with a total value of approximately $265 million including but not limited to Port Miami's Cruise Terminal F Expansion (design-build), South Florida Container Terminal New Administration and Maintenance Facilities (pre-construction, value engineering and construction services), and another design-build contract entitled: "Park 6 Employee Garage" that was awarded on October 17, 2023, by the Board on behalf of the Aviation Department for the design and construction of an employee parking garage at MIA that will create more availability (2,240 spaces) in the Flamingo parking garage.

NV2A

Gilberto Neves held different leadership positions in the Odebrecht USA Company until he became President and Chief Executive Officer (CEO). During his 32-year tenure with Odebrecht USA, he was responsible for significant, high-profile projects in Miami-Dade County that included the expansion of MIA's North and South Terminals (construction management), the Adrienne Arsht Center for the Performing Arts (construction management), the MIA People Mover System (design-build), and the Metrorail Orange Line Extension (construction), making for a total project amount of approximately $2.9 billion.

In 2016, Mr. Neves founded and became owner and partner of the NV2A Group, LLC. Under his supervision, his company has managed the construction of the Norwegian Cruise Line Terminal (construction management), the South Dade Intermodal Center (design-build) project that is still ongoing, as well as The Underline (design-build) and the South Dadeland Transit Operation Center (construction), which are both still under construction, making for a total project amount of approximately $633 million.

In 2023, Gilberto Neves formed a joint venture partnership with Manuel R. Garcia-Tunon creating Lemartec – NV2A JV, LLC. This entity has been selected to build the new Cruise Terminal G at Port Miami (design-build) and the design-build project on today's agenda, making for a total project amount, as an entity, of approximately $960 million.

The work authorized by this DB Agreement will begin after the NTP is issued to Lemartec-NV2A by the Aviation Department and the contract time becomes effective upon its execution by all parties and shall remain effective until all services are completed or until those service orders in force at the end of the term have been completed or accepted, whichever may be later. Liquidated Damages (LD's) have been established for this project as follows:

- Milestone 1: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $27,000.00 per calendar day for delays under 60 days past the Substantial Completion Milestone of 1,365 calendar days from the NTP date for this Project.
- Milestone 2: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $34,000.00 per calendar day for delays 60 days or more past the Substantial Completion Milestone of 1,365 calendar days from the NTP date for this Project.
- Milestone 3: Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $3,773.00 per calendar day for delays in not achieving the Substantial Completion Milestone of 1,072 calendar days from the NTP date for operation of the relocated Gate J2.

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. In accordance with the legislation, Lemartec – NV2A is the recommended firm.

FISCAL IMPACT/FUNDING SOURCE

This DB Agreement is valued at $600,638,241.24 for a term of one thousand four hundred eighty-five (1,485) calendar days from the effective date of the NTP.

See the table on the next page for a breakdown and more details.

Base Contract Amount	Contingency Allowance Amount (Code Sec. 2-8.1)	Dedicated Allowance Amount (Code Sec. 2-8.1)	Permit Allowance Amount (Code Sec. 2-8.1)	Art in Public Places Fee (Ordinance No. 19-08)	Inspector General Fee (Code Section 2-1076)
$532,071,618.00	$53,207,161.80	$2,000,000.00	$3,029,074.00	$8,854,617.81	$1,475,769.63

The project is in the Adopted Budget and Multi-Year Capital Plan. See the table below for further details. (See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2024-25, Page 194)

Funding Source(s)	**Index Code**	**Sub-object Code**	**Amount**	**Project No. & Description**	**Site No.**
Future Aviation Financing	EA502	X078A	$479,259,538.24	2000001317; MIA South Terminal Expansion SubProgram	
FDOT Grants	EA502	X078A	$30,132,771	2000001317	
FAA Grants	EA502	X078A	$91,245,932	2000001317	

See the table below for specific funding types, and whether they are applicable to this PSA.

Funding Type	**Applicable (Yes or No)**
People's Transportation Plan (PTP)	No
General Obligation Bond (GOB)	No
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	No

TRACK RECORD/MONITOR

The designated staff contact to track and monitor this contract is Contract Manager: Sylvia Novela, 305-876-7048, SNovela@flymia.com and Project Manager Joachim Perez, 305-869-3482, jperez@flymia.com.

PROCUREMENT HISTORY

The Request to Advertise was filed with the Clerk of the Board on April 23, 2024. A total of four (4) proposals were received by the submittal deadline of June 11, 2024. The proposal submitted by U.S. South Engineering and Testing Lab, Inc. did not meet the prequalification/technical certification requirements pursuant to the Request for Design-Build Services (RDBS) and were deemed non-compliant by the Strategic Procurement Department (SPD). Consequently, the proposal from U.S. South Engineering and Testing Lab, Inc., was not evaluated by the Competitive Selection Committee (CSC). On June 26, 2024, the County's Small Business Development (SBD) Division reviewed the proposals and deemed that three firms were compliant with the 20 percent Disadvantaged Business Enterprise (DBE) design contract measure and the 7.79 percent DBE construction contract measure established for this project by SBD. (See Attachment B: Project Worksheet and Compliance Review)

Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the CSC was provided with all reports and findings of the OIG and the Office of the Commission on Ethics and Public Trust (COE) regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. SPD submitted a request to the OIG on June 20, 2024. A response was received on June 24,

2024, advising that no reports were identified. SPD submitted a request to COE on June 20, 2024. A response was received on July 16, 2024. The information was disseminated to the CSC on July 30, 2024.

The Design-Build solicitation process involved 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, and oral presentations for short-listed firms deemed responsive at Step 1. On January 25, 2024, the Mayor waived the standard Step 2 evaluation criteria, consistent with Implementing Order 3-39, to accommodate emphasis on key characteristics required for the Project's success.

On August 9, 2024, the CSC evaluated the experience and qualifications, scored and ranked the proposals from the three (3) responsive proposers. In accordance with the Step 1 evaluation criteria outlined in the solicitation document, the CSC Committee voted to advance all three (3) proposers to submit technical and price proposals for the Step 2 evaluation process. On September 2, 2024, Suffolk-OEC JV, LLC, one of the short-listed proposers, withdrew from participation in this solicitation.

On November 13, 2024, two (2) proposals were received. The Step 2 proposals were submitted to SBD for review on December 11, 2024, and were deemed in compliance, as shown in the attached Compliance Review Memorandum dated December 17, 2024. On December 18, 2024, the CSC evaluated the two (2) proposers, Weitz-MCM JV and Lemartec-NV2A, based upon the established Step 2 evaluation criteria. After the CSC scored the technical proposals, the price proposals and bid bond envelopes were opened, and the bid prices were read into the record. The final ranking was determined by the order of highest total qualitative scores. The qualitative scores, evaluated price proposals (without allowances), and final rankings are noted below in Table A.

Table A.

Firm	Total Adjusted Qualitative Points	Evaluated Price Proposal	Final Ranking
Lemartec-NV2A	470	$532,071,618.00	1
Weitz-MCM JV	416	$743,192,000.00	2

The Negotiation Committee was approved by the County Mayor's designee on January 25, 2024. (See Attachment C: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee held six (6) negotiation meetings with the highest ranked firm, Lemartec-NV2A starting on February 6, 2025, and ending with a final meeting held on March 5, 2025.

VENDOR(S) RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended firm.

Vendor Name	Principal Address	Local Address	Number of Employee Residents*	Principal
			1) Miami-Dade County	

			2) Percentage (%)	
LEMARTEC -NV2A	3390 Mary Street, Suite 166 Coconut Grove FL 33133	3390 Mary Street, Suite 166 Coconut Grove FL 33133	Lemartec – 103 NV2A - 61	Manuel Garcia-Tunon
			Lemartec – 62.42% NV2A – 77.22%	

*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

DUE DILIGENCE

Pursuant to R-187-12, MDAD conducted due diligence in accordance with the SPD guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced include Capital Improvements Information System, SBD Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility.

APPLICABLE ORDINANCES AND MEASURES

The table below depicts various legislative policies, and whether they are applicable to this item.

Title	Legislation	Applicable (Yes or No)	Notations
In-house Capabilities	Resolution R-1204-05	No	MDAD staff evaluated the requirements for this project and determined that the Aviation Department does not have the in-house capabilities to perform the design and construction services due to the multi-discipline expertise and workforce size needed for this type of project.
Consultants' Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	No	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	No	
Disadvantage Business Enterprise Program - Architecture and Engineering	49 CFR Part 26	Yes	20 percent goal

Title	Legislation	Applicable (Yes or No)	Notations
Disadvantage Business Enterprise Program - Construction	49 CFR Part 26	Yes	7.79 percent goal
Wages Applicable:	29 CFR Part 5	Yes	Davis Bacon Wages
Buy American Iron and Steel Procurement Program	Title 49 USC § 50101, Executive Order 14005, and BABA	Yes	Equipment/Building Projects
Sea Level Rise	Ordinance 14-79	Yes	Sea Level Rise will be considered as part of the planning and design work, as defined in Ordinance 14-79.
Sustainable Buildings Program	Implementing Order 8-8	Yes	Project must achieve at minimum third-party verified ENVISION Silver and LEED Silver certification.
Art in Public Places	Code Section 2-11.15	Yes	
Office of Inspector General Fee	Code Section 2-1076	Yes	

_____
Jimmy Morales
Chief Operating Officer

Signature Page
Contract No: DB23AV01
to Lemartec-NV2A JV, LLC

BUDGET APPROVAL FUNDS AVAILABLE:	**OFFICE OF MANAGEMENT AND BUDGET (OMB) DIRECTOR**	**DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY** David M. Murray	3/25/25 **DATE**
	COUNTY MAYOR OR DESIGNEE	**DATE**
CLERK DATE	**DATE**	

Attachment A

Adopted Budget and Multi-Year Capital Plan FY 2024-25, Page 194

FY 2024-25 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM **PROGRAM #: 2000000068**

DESCRIPTION: Provide funding for various miscellaneous and/or extraordinary capital projects including but not limited to maintenance, repairs, renewals and/or replacement; replacement of IT equipment; and miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	FUTURE	TOTAL
FDOT Funds	2,796	0	0	0	0	0	0	0	2,796
Reserve Maintenance Fund	66,500	173,789	35,000	35,000	35,000	35,000	35,000	0	415,289
TOTAL REVENUES:	**69,296**	**173,789**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**0**	**418,085**
EXPENDITURE SCHEDULE:	**PRIOR**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**FUTURE**	**TOTAL**
Construction	61,178	164,789	30,000	30,000	30,000	30,000	30,000	0	375,967
Planning and Design	8,118	9,000	5,000	5,000	5,000	5,000	5,000	0	42,118
TOTAL EXPENDITURES:	**69,296**	**173,789**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**0**	**418,085**

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM **PROGRAM #: 2000001317**

DESCRIPTION: Enhance South Terminal Smoke Evacuation System; perform Concourse H Glazing and Curtain Wall Assessment and Corrective Action; demolish Building 3050 for South Terminal Expansion; relocate South Terminal Apron and Utilities Phase 1; expand South Terminal eastward adding new gates; and develop South Terminal Centralized Checkpoint

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	FUTURE	TOTAL
Aviation 2021 Commercial Paper	9,569	0	0	0	0	0	0	0	9,569
FDOT Funds	5,043	187	5,699	14,431	4,832	0	0	0	30,192
Federal Aviation Administration	0	0	17,821	24,641	0	0	0	0	42,462
Future Financing	0	8,052	21,114	46,589	87,990	163,418	221,903	226,001	775,067
Reserve Maintenance Fund	328	0	0	0	0	0	0	0	328
TOTAL REVENUES:	**14,940**	**8,239**	**44,634**	**85,661**	**92,822**	**163,418**	**221,903**	**226,001**	**857,618**
EXPENDITURE SCHEDULE:	**PRIOR**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**FUTURE**	**TOTAL**
Construction	11,047	7,835	42,691	80,484	88,307	154,409	211,939	212,986	809,698
Planning and Design	3,893	404	1,943	5,177	4,515	9,009	9,964	13,015	47,920
TOTAL EXPENDITURES:	**14,940**	**8,239**	**44,634**	**85,661**	**92,822**	**163,418**	**221,903**	**226,001**	**857,618**

Attachment B

Project Worksheet and Compliance Review

Office of Small Business Development

Project Worksheet

Project/Contract Title:	**MIA South Terminal Expansion East (New Gates) Phase 1**	**Received Date:**	**1/30/2024**
		Resubmittal Date:	**4/3/2024**
Project/Contract No:	**DB23AV01 (DS)**	**Funding Source:**	**Other**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$33,075,002.00**		

Description of Project/Bid: **Miami Dade Aviation Department (MDAD) has a need to establish a Design-Build Services contract for the expansion of the existing South Terminal and the design and construction of a new Concourse K with six (6) contact gates, associated apron and jet fuel service , a ground support equipment (GSE) maintenance facility and modifications to the existing Baggage Handling System (BHS) to provide for a crossover from the Central to the South Terminal and the installation of two (2) new make-up carousel) facilities in the new Concourse K. The project is located east of the existing South Terminal.**

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	DBE - Design	20.00%

Reasons for Recommendation

This project worksheet is being revised to specify the design goal of this DBE project SBD reviewed this project pursuant to Federal Regulation 49 CFR, Part 26 for project number DB23AV01. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. A 20.00% DBE Sub-consultant goal is appropriate in the following Technical Categories (TC's) 4.01- Engineering Design at 5%, 13.00 General Electrical Engineering at 5%, 14.00 Architecture at 4%, 17.00 Engineering Construction Management at 5%, and 15.01- Surveying and Mapping - Land Surveying at 1%.

Total project cost: Design $33,075,002.00 + Construction $395,305,555.00 + O&P $ 122,869,484.00 + Dedicated Allowances $2,000,000.00 + Permitting Costs $3,029,074.00 + Owner's Allowance $55,627,911.00 + IG $1,529,768.00 + AIIP $ 8,416,454.00 = $621,853.248.00

MDC-TCC 03-02 MAJOR HIGHWAY DESIGN, MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINNERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 03-01 SITE DEVELOPMENT AND PARKING LOT DESIGN, MDC-TCC 03-09 SIGNING, PAVEMENT MARKING, AND CHANNELIZATION, MDC-TCC 03-10 LIGHTING, MDC-TCC 04-01 ENGINEERING DESIGN, MDC-TCC 06-01 WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 09-03 CONCRETE AND ASPHALT TESTING SERVICES, MDC-TCC 09-04 NON-DESTRUCTIVE TESTING AND INSPECTIONS, MDC-TCC 09-05 ROOF TESTING AND CONSULTING MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 10-06 REMEDIAL ACTION PLAN DESIGN, MDC-TCC 10-07 REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/MAINTENANCE, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-03 Underground Utility Location

Small Business Contract Measure Recommendation

Subtrade	Category
Engineering Design	DBE
General Electrical Engineering	DBE
Architecture	DBE
Engineering Const. Manag.	DBE
Land Surveying	DBE

Living Wages:	**YES** [ ]	**NO** [X]	**Highway:**	**YES** [ ]	**NO** [X]	**Heavy Construction:**	**YES** [ ] **NO** [X]
Responsible Wages:	**YES** [ ]	**NO** [X]	**Building:**	**YES** [ ]	**NO** [X]		

County Mayor (Aviation Only)

04.09.2024
Date

Office of Small Business Development

Project Worksheet

Project/Contract Title:	**MIA South Terminal Expansion East (New Gates) Phase 1**	**Received Date:**	**1/30/2024**
		Rsubmittal Date:	**4/3/2024**
Project/Contract No:	**DB23AV01 (CON)**	**Funding Source:**	**Other**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$395,305,555.00**		
Description of Project/Bid:	**Miami Dade Aviation Department (MDAD) has a need to establish a Design-Build Services contract for the expansion of the existing South Terminal and the design and construction of a new Concourse K with six (6) contact gates, associated apron and jet fuel service , a ground support equipment (GSE) maintenance facility and modifications to the existing Baggage Handling System (BHS) to provide for a crossover from the Central to the South Terminal and the installation of two (2) new make-up carousel) facilities in the new Concourse K. The project is located east of the existing South Terminal.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	DBE - Construction	7.79%

Reasons for Recommendation

This project worksheet is being revised to specify the construction goal of this DBE project
SBD reviewed this project pursuant to Federal Regulation 49 CFR, Part 26 for project number DB23AV01. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. A 7.79% DBE Sub-contractor goal is appropriate in the following areas: Plumbing, HVAC, Electrical, Roofing, Paving, Site Preparation , and Other Heavy and Civil Engineering Construction.

Total project cost: Design $33,075,002.00 + Construction $395,305,555.00 + O&P $ 122,869,484.00 + Dedicated Allowances $2,000,000.00 + Permitting Costs $3,029,074.00 + Owner's Allowance $55,627,911.00 + IG $1,529,768.00 + AIIP $ 8,416,454.00 = $621,853.248.00.

Davis Bacon, Building Wages are applicable to this project.

NAICS 237310 Asphalt paving (i.e., highway, road, street, public sidewalk), NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238910 Concrete breaking and cutting for demolition, NAICS 238910 Site Preparation Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238160 Roofing Contractors

Small Business Contract Measure Recommendation

Subtrade	Category
Plumbing	DBE
HVAC	DBE
Electrical	DBE
Roofing	DBE
Paving	DBE
Site Preparation Contractors	DBE
Other Heavy & Civil Eng. Const.	DBE

Davis Bacon Wages:	**YES** [X]	**NO** [ ]	**Highway:**	**YES** [ ]	**NO** [X]	**Heavy Construction:**	**YES** [ ]	**NO** [X]
Responsible Wages:	**YES** [ ]	**NO** [X]	**Building:**	**YES** [X]	**NO** [ ]			

04.09.2024

County Mayor (Aviation Only) — Date

Office of Small Business Development

Project Worksheet

Project/Contract Title:	**MIA South Terminal Expansion East (New Gates) Phase 1**	**Received Date:**	**1/30/2024**
		Rsubmittal Date:	**4/3/2024**
Project/Contract No:	**DB23AV01 (CON)**	**Funding Source:**	**Other**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$395,305,555.00**		
Description of Project/Bid:	**Miami Dade Aviation Department (MDAD) has a need to establish a Design-Build Services contract for the expansion of the existing South Terminal and the design and construction of a new Concourse K with six (6) contact gates, associated apron and jet fuel service , a ground support equipment (GSE) maintenance facility and modifications to the existing Baggage Handling System (BHS) to provide for a crossover from the Central to the South Terminal and the installation of two (2) new make-up carousel) facilities in the new Concourse K. The project is located east of the existing South Terminal.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	DBE - Construction	7.79%

Reasons for Recommendation

This project worksheet is being revised to specify the construction goal of this DBE project
SBD reviewed this project pursuant to Federal Regulation 49 CFR, Part 26 for project number DB23AV01. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. A 7.79% DBE Sub-contractor goal is appropriate in the following areas: Plumbing, HVAC, Electrical, Roofing, Paving, Site Preparation , and Other Heavy and Civil Engineering Construction.

Total project cost: Design $33,075,002.00 + Construction $395,305,555.00 + O&P $ 122,869,484.00 + Dedicated Allowances $2,000,000.00 + Permitting Costs $3,029,074.00 + Owner's Allowance $55,627,911.00 + IG $1,529,768.00 + AIIP $ 8,416,454.00 = $621,853.248.00.

Davis Bacon, Building Wages are applicable to this project.

NAICS 237310 Asphalt paving (i.e., highway, road, street, public sidewalk), NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238910 Concrete breaking and cutting for demolition, NAICS 238910 Site Preparation Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238160 Roofing Contractors

Small Business Contract Measure Recommendation

Subtrade	Category
Plumbing	DBE
HVAC	DBE
Electrical	DBE
Roofing	DBE
Paving	DBE
Site Preparation Contractors	DBE
Other Heavy & Civil Eng. Const.	DBE

Davis Bacon Wages:	**YES** [X]	**NO** [ ]	**Highway:**	**YES** [ ]	**NO** [X]	**Heavy Construction:**	**YES** [ ]	**NO** [X]
Responsible Wages:	**YES** [ ]	**NO** [X]	**Building:**	**YES** [X]	**NO** [ ]			

04.09.2024

County Mayor (Aviation Only) — Date

Memorandum

MIAMI-DADE COUNTY

DATE: June 26, 2024

TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Director
Office of Small Business Development

SUBJECT: Compliance Review
Project No. DB23AV01 (DS)
MIA South Terminal Expansion East (New Gates) Phase 1

The Office of Small Business Development (SBD) has completed its review pursuant to requirements of Federal Regulations 49 CFR Part 26. The contract measure established for the design portion of this Design-Build project is a 20.00% Disadvantage Business Enterprise sub-consultant participation goal.

The Strategic Procurement Department (SPD) submitted proposal's DBE documents for the Joint Venture (JV) firms listed below, acknowledging their commitment to comply with the project's DBE measure. The following is their pre-award compliance status and summary.

	FIRM:	STATUS:
1-	Lemartec-NV2A JV, LLC	Compliant
2-	Weitz-MCM JV	Compliant
3-	Suffolk-OEC JV, LLC	Compliant

SUMMARY:

Lemartec-NV2A JV, LLC (#1), a non-certified DBE firm, submitted a DBE Utilization Form/ Letter of Intent, a Bidder and Subcontractor's Information Form, and a DBE Contract Participation Form committing to utilize the following DBE certified firms: Assurance Consulting Engineers, LLC to perform Airside Civil Engineering Services at 5.79%; NOVA Consulting, Inc. to perform Environmental Engineering Services & Airside Civil Engineering Support at 2.48%; and SDM Consulting Engineers, Inc. to perform Mechanical, Electrical, Plumbing, Fire Protection & Telecommunication Engineering Services at 12.10% for a total of 20.37%. The DBE Utilization Form was signed by the prime and the subconsultants confirming their commitment to achieve the overall 20.00% DBE goal.

Lemartec-NV2A JV, LLC has satisfied the contract's 20.00% DBE sub-consultant goal and is in compliance with the overall DBE measure established for the design portion of this contract.

Weitz-MCM Joint Venture (#2), a non-certified DBE firm, submitted a DBE Utilization Form/ Letter of Intent, a Bidder and Subcontractor's Information Form, and a DBE Contract Participation Form committing to utilize the following DBE certified firms: MOBIO Architecture, Inc. to perform Architecture, Interior Design, and Public Art Coordination at 8.00%; CRJ & Associates, Inc. to perform Utilities & Drainage Engineering, and Permitting Support at 1.70%; Civil Works, Inc. to perform Aviation Engineering Support and Engineering Construction Management at 2.00%; F.R. Aleman & Associates, Inc. to perform Survey, Subsurface Utility Engineering and Utilities Coordination at 1.40%; Hammond & Associates, Inc. to perform MEP Engineering Support at 5.50%; Quantum Electrical Engineering, Inc. to perform Site & Airfield Electrical Engineering at 0.80%; Savino & Miller Design Studio, P.A. to perform Landscape Architecture at 1.50%; and Tierra South Florida, Inc. to perform Geotechnical Engineering and Material Testing at 0.70% for a total of 21.60%. The DBE Utilization Form was signed by the prime and the subconsultants confirming their commitment to achieve the overall 20.00% DBE goal.

Weitz-MCM Joint Venture has satisfied the contract's 20.00% DBE subconsultant goal and is in compliance with the overall DBE measure established for the design portion of this contract.

Suffolk-OEC JV, LLC (#3), a non-certified DBE firm, submitted a DBE Utilization Form/ Letter of Intent, a Bidder and Subcontractor's Information Form, and a DBE Contract Participation Form committing to utilize the following DBE certified firms: Gurri Matute, PA. to perform Associate Architecture Services at 4.14%; Louis J. Aguirre & Associates, P.A. to perform MEP Support & Energy Modeling at 9.87%; Delta Consultants, LLC to perform Civil Airside Support at 2.00%; HBC Engineering Company to perform Civil Landside Engineering at 3.09%; Savino & Miller Design Studio, P.A. to perform Landscape Architecture at 0.86%, and Longitude Surveyors, LLC to perform Surveying work at 0.75% for a total of 20.71%. The DBE Utilization Form was signed by the prime and the subconsultants confirming their commitment to achieve the overall 20.00% DBE goal.

Suffolk-OEC JV, LLC has satisfied the contract's 20.00% DBE subconsultant goal and is in compliance with the overall DBE measure established for the design portion of this contract.

Please be reminded that SBD's review is specific to the requirements of Federal Regulations 49 CFR Part 26. The Strategic Procurement Department 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 Leonardo Mane, Compliance Officer 2, at (305) 375-3167.

c: Laurie Johnson, SBD
Andre T. Ragin, MDAD
Jorge Vital, SPD

Memorandum

DATE: December 17, 2024

TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Director
Office of Small Business Development

SUBJECT: Compliance Review
Project No. DB23AV01
MIA South Terminal Expansion East (New Gates) Phase 1

The Office of Small Business Development (SBD) has completed its review of the DBE Performance Plans submitted by **Lemartec-NV2A JV (#1)** and **Weitz-MCM-JV-MIA (2)** pursuant to requirements of Federal Regulations 49 CFR Part 26. Both firms are in compliance having submitted their DBE Performance Plans to meet the contract's measures established for this project with a 20% Disadvantage Business Enterprise (DBE) Design, and a 7.79% DBE construction participation goal.

The Strategic Procurement Department (SPD) submitted DBE Performance Plans in which **Lemartec-NV24 JV (#1)**, and **Weitz-MCM-JV-MIA (#2)** properly identified the DBE certified subconsultants required to meet the 20% DBE project's Design goal. Both firms have committed to conducting outreach efforts to maximize the utilization of DBE firms, coordinating the compilation of DBE participation reports, and providing guidance on the submission of appropriate DBE utilization plans. They have also pledged to ensure full compliance with all applicable ordinances by educating subcontractors on the proper use of the Miami-Dade County Business Management Workforce System (BMWS) software. Additionally, they aim to maintain a strong partnership with SBD and other local business organizations that advocate for Disadvantage Business Enterprises Program within the county.

Lemartec-NV2A JV (1) and Weitz-MCM-JV-MIA (#2) have also identified the trade areas required to meet the 7.79% DBE construction subcontractor participation goal. Based on the DBE Performance Plans, both firms have committed to providing progressive DBE utilization plans to ensure the goal is met throughout the duration of the project.

Please note that SBD staff reviewed and addressed compliance with the requirements of Federal Regulations 49 CFR Part 26. The Strategic Procurement Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Leonardo Mane, Contract Compliance Officer II at (305) 375-3167.

c: L. Johnson, SBD
A. Dasilva, SPD

Attachment C

Negotiation Authorization, List of Respondents and Tabulation Sheets

Date: January 21, 2025

Memorandum

To: Namita Uppal, C.P.M.,
Director and Chief Procurement Officer
Strategic Procurement Department

Through: Jessica Tyrrell, MBA, CPPO, CPPB, NIGP-CPP
Deputy Director
Strategic Procurement Department

From: Jorge Vital
Competitive Selection Committee Coordinator

Subject: Coordinator Report
Miami Dade Aviation Department (MDAD)
Project Title: MIA South Terminal Expansion East (New Gates) Phase 1
SPD Project No. DB23AV01

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Strategic Procurement Department (SPD) solicitation and consistent with the guidelines published in the Request for Design-Build Services (RDBS).

Scope of Services Summary: The scope includes the expansion of the existing Miami International Airport (MIA) South Terminal and the design and construction of a new Concourse K with six (6) contact gates, associated apron and jet fuel hydrant service, a ground support equipment (GSE) maintenance facility and modifications to the existing Baggage Handling System (BHS) to provide for a crossover from the Central Terminal to the South Terminal and the installation of two (2) new make-up (carousel) facilities in the new Concourse K. The project is located east of the existing South Terminal.

Participation Restrictions: Please refer to the attached Participation Restrictions.

Preferred Experience and Qualifications: Please refer to the attached Experience and Qualifications.

Contract Terms: 1485 Calendar Days

Disadvantaged Business Enterprise Goal: On March 20, 2024, the Office of Small Business Development (SBD) established a 20.00% Disadvantaged Business Enterprise – Design Goal and a 7.79% Disadvantaged Business Enterprise - Construction Goal for this project.

Advertisement Date: April 23, 2024

Step 1 Proposals Received: Four (4) proposals were received by the submittal deadline of June 11, 2024.

Name of Proposers: Please refer to the attached List of Respondents.

Step 1 Strategic Procurement Department Compliance Review: The proposal submitted by U.S. South Engineering and Testing Lab, Inc. did not meet the prequalification/technical certification requirements pursuant to the RDBS and were deemed non-compliant. Consequently, the proposal from U.S. South Engineering and Testing Lab, Inc., was not evaluated by the Competitive Selection Committee.

Disadvantaged Business Enterprise Design Goal Compliance Review: All SPD compliant proposals were submitted to SBD for review on June 18, 2024 and were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated June 26, 2024.

Office of the Commission Auditor (OCA) Background Checks: SPD submitted Committee member's completed Neutrality Affidavits and resumes to OCA on July 3, 2024. A response was received on July 17, 2024. OCA submitted the results of the background checks to the Commission on Ethics and Public Trust (COE) for further review of findings. A response was received from COE regarding findings on July 29, 2024.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
SPD submitted a request to OIG on June 20, 2024. A response was received on June 24, 2024 advising that no reports were located.

SPD submitted a request to COE on June 20, 2024. A response was received on July 16, 2024. The information was disseminated to the Competitive Selection Committee on July 30, 2024.

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, and oral presentations for short-listed firms deemed responsive at Step 1.

On January 25, 2024, the Mayor waived the standard Step 2 evaluation criteria, consistent with Implementing Order 3-39, to accommodate emphasis on key characteristics required for the Project's success. Please refer to the attached approved Request for Waiver for additional information.

Step 1 Evaluation: On August 9, 2024, the Competitive Selection Committee evaluated the experience and qualifications, scored and ranked the proposals from the three (3) responsive proposers. In accordance with the Step 1 evaluation criteria outlined in the solicitation document, the Competitive Selection Committee voted to advance all three (3) proposers to submit technical and price proposals for the Step 2 evaluation process.

Step 1 Results: Please refer to the attached Step 1 Tabulation Sheet.

Withdrawal: On September 2, 2024, Suffolk-OEC JV, LLC, one of the short-listed proposers, withdrew from participation on this solicitation. The proposer stated that considering the extensive efforts of thousands of man-hours and hundreds of thousands of dollars that their team needed to commit for the Step 2 phase, and their opinion that their chances to win this project would be highly improbable, they informed SPD that the team will not continue to participate in this procurement.

Step 2 Proposals: Two (2) technical proposals were received through INFORMS and two price proposals were received by the Clerk of the Board on November 13, 2024.

Disadvantaged Business Enterprise Performance Plan Compliance Review: All Step 2 proposals were submitted to SBD for review on December 11, 2024 and were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated December 17, 2024.

Step 2 Evaluation: On December 18, 2024, the Competitive Selection Committee evaluated the two (2) proposers, Weitz-MC JV and Lemartec-NV2A JV LLC, based upon the established Step 2 evaluation criteria. After the Competitive Selection Committee scored the technical proposals, the price proposals and bid bond envelopes were opened, and the bid prices were read into the record. The final ranking was determined by the order of highest total qualitative scores. The qualitative scores, bid prices, and final rankings are noted below:

Design-Builder	Evaluated Proposal Price	Total Qualitative Score	Final Ranking
Lemartec-NV2A JV, LLC	$532,071,618.00	470	1
Weitz-MCM JV	$743,192,000.00	416	2

Step 2 Results: Please refer to the attached Step 2 Tabulation Sheet.

Administrative Leave Eligibility: The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated July 3, 2024; initial scoring within 30 days of Selection Committee Coordinator's completion of required reviews; and final scoring of the Step 2 meeting required within 45 days of Step 2 submittals, or 30 days of other applicable determination, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing (I.O.) Order No. 3-34:

Employee's Name	Employee's Department
Basil A. Binns II	MDAD
Feliz Pereira	MDAD
Helga Sommer	PortMiami

Request for Selection of Negotiation Team: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County and I.O. 3-39, the Strategic Procurement Department hereby requests the County Mayor or County Mayor's designee approve the following Negotiation Team:

Jorge Vital, A/E Consultant Selection Coordinator, Strategic Procurement Department, will be the Negotiation Team Coordinator.

Negotiation Team:
Felix Pereira, MDAD
Ernie Beltre, MDAD
Sylvia Novela, MDAD

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County and I.O. 3-39, it is hereby requested that the County Mayor or County Mayor's 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

Lemartec-NV2A JV, LLC

The following firm will serve as an alternate:

Weitz-MCM JV

Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's 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 her 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 Team is to proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County and I.O. 3-39, 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 an 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 Strategic Procurement Department, Architectural and Engineering Unit.

Approved:

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2025.01.23 14:01:03 -05'00'

Namita Uppal
Director and Chief Procurement Officer

Date

Attachments:
1. Participation Restrictions
2. Preferred Experience and Qualifications
3. List of Respondents
4. Disadvantaged Business Enterprise Design Goal Compliance Review
5. Mayor's Memorandum Waiving I.O. 3-39
6. Step 1 Tabulation Report
7. DBE Performance Plan Compliance Review Memorandum
8. Step 2 Tabulation Report

c: Competitive Selection Committee
Clerk of the Board of County Commissioners

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. The Design Criteria Professionals for the Project under Contract No. A18-MDAD-01A, Hill International, Inc and its sub-consultants, **Bermello Ajamil and Partners, TYLIN International, Nifah and Partners Consulting Engineers, Inc, Alleguez Architecture, The Architectural Design Consortium, Inc, Fraga Engineers, LLC, PACO Technologies, Inc, TJJA Architects PA, Sharp 10 Group, and Balsera Communications** are not eligible to render services for this project.

A proposer may not include in its key personnel or otherwise in its proposal any individual who played a role in the development or issuance of the Design Criteria Package or who was employed by the design criteria profession during the time period in which the Design Criteria was produced. Conflicts shall be evaluated by the County pursuant to the process identified in Section 1.18 Organizational Conflict of Interests (OCI). A firm including such individuals in its proposal shall remove such individuals at the direction of the County and may not proffer substituted personnel.

If any such individual is employed by any firm or entity included as part of the Proposer's team, including by Proposer, but is not involved in the work of this solicitation, the proposer shall disclose same to the County and shall describe how any conflicts of interest between such individual, the Design Criteria Professional, and the County shall be mitigated pursuant to Section 1.18 Organizational Conflict of Interests (OCI) . This disclosure obligation shall continue through the duration of the solicitation and if awarded throughout the contract.

The Prime under Contract No. A19-MDAD-02B**, Leo A. Daly** and its sub-consultants **Master Consulting Engineers, Delta-G, Milian Swain & Associates, Connico Inc., Laura Llerena & Associates, TLC Engineering Solutions, Inc. (who acquired) MOYE-I.T. Consulting LLC, and Brizaga Inc.** who will be assisting MDAD in managing the contract are not eligible to render services on this project.

The Prime under Contract No. A19-MDAD-02C, **Stantec Consulting Services, Inc** and its sub-consultant **TGA Consulting, LLC** who will be assisting MDAD in managing the contract are not eligible to render services on the project.

The Prime under Contract No. E16-MDAD-02B, **Vic Thompson Company**, who will also be assisting MDAD in managing the contract, is not eligible to render services on this project.

The Prime under Contract No. A18-MDAD-01B, **Turner & Townsend Heery, LLC** is not eligible to render services on this project.

The Prime awarded the Bond Engineering Consulting Services PSA under ISD Project No. E20-MDAD-01, **HNTB Corporation** and its subconsultants **Ambro, Inc, Goal Associates, Inc, Glass Land Acquisition Service Specialist and PDBM Consulting LLP** will not be eligible to render services the design build contract awarded under this solicitation.

PREFERRED EXPERIENCE AND QUALIFICATIONS

The Design-Builder should have ten (10) years of relevant experience as a Prime contractor or Design-Builder providing services similar to the stated Scope of Services, cost, and complexity of the project.

The Lead A/E should demonstrate experience as the A/E of Record on three (3) previously designed airport projects with similar scope, and delivery schedule as this project. The Lead A/E's Sub-consultants should demonstrate experience with two (2) previously designed airport projects of similar scope, and delivery schedule as described in the Scope of Services.

The Design-Builder's Lead Constructor should have experience in the last ten (10) years as the Prime contractor, Joint Venture Partner or as a Design-Builder on an airport Concourse or airport Terminal project with similar scope, cost, and complexity as this project. Design Builder's Lead Construction Manager and Assistant Lead Construction Manager should have ten (10) years of experience and/or three (3) projects for similar construction scope, complexity, and delivery schedule in a similarly responsible position.

The Design-Builder should demonstrate the experience and qualifications of the Project Team by presenting the experience and specific involvement and responsibilities of Key Personnel from each design or construction Team member as applicable in the following:

- Design of airport and non-airport projects of a similar scope and complexity that were successfully completed in the last ten (10) years.
- Completed construction of projects (airport, seaport, and non-airport) of a similar construction scope and level of complexity in the last ten (10) years.

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1

Project No.: DB23AV01

Measures: DBE/AE: 20%, DBE/CON: 7.79%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 06/11/2024

Team No.: 1

Prime Name: U S SOUTH ENGINEERING & TESTING INC **FEIN No.:** 592769503

Trade Name:

Team No.: 2

Prime Name: LEMARTEC-NV2A JV LLC **FEIN No.:** 931759275

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. PEREZ & PEREZ ARCHITECTS PLANNERS INC		592400309
b. ASSURANCE CONSULTING ENGINEERS, LLC		851456743
c. BLISS & NYITRAY INC		591203311
d. BNP ASSOCIATES INC		060871669
e. EAC CONSULTING INC		650519739
f. GSLA DESIGN INC.		650410637
g. NOVA CONSULTING INC		650577672
h. SDM CONSULTING ENGINEERS INC		592346110
i. WOLFBERG ALVAREZ & PARTNERS INC		591713092
j. NV5 INC		271979486
k. ARGUS CONSULTING INC		582088728
l. EV SERVICES INC		205779421
m. GRYPHON CONSTRUCTION SERVICES INC.		821436682
n. SLS CONSULTING, INC.		800838615
o. CODEGREEN SOLUTIONS LLC		843173318
p. MASTEC CIVIL LLC		650012669

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1

Project No.: DB23AV01

Measures: DBE/AE: 20%, DBE/CON: 7.79%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 06/11/2024

Team No.: 3

Prime Name: WEITZ-MCM JV **FEIN No.:** 992938787

Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	M. ARTHUR GENSLER JR. & ASSOCIATES, INC.	GENSLER	941663305
b.	MOBIO ARCHITECTURE INC		300793220
c.	Garver LLC		010733400
d.	ATKINSREALIS USA INC		590896138
e.	BNP ASSOCIATES INC		060871669
f.	THORNTON TOMASETTI INC		131251070
g.	AERO Systems Engineering Inc		582324582
h.	ARGUS CONSULTING INC		582088728
i.	BEKKA GROUP INC		455612715
j.	CRJ & ASSOCIATES INC		650969527
k.	CIVIL WORKS INC		650673629
l.	F R ALEMAN & ASSOCIATES INC		592751524
m.	HAMMOND & ASSOCIATES INC		650083957
n.	HORTON LEES BROGDEN LIGHTING DESIGN INC		132671278
o.	KIMLEY-HORN & ASSOCIATES INC		560885615
p.	LANGAN ENGINEERING & ENVIRONMENTAL SERVICES LLC		223167382
q.	QUANTUM ELECTRICAL ENGINEERING, INC.		465617301
r.	SAVINO & MILLER DESIGN STUDIO PA		650412661
s.	SLS CONSULTING, LLC		800838615
t.	TIERRA SOUTH FLORIDA INC		200282450
u.	VDA, INC.		222330816
v.	WSP USA Environment & Infrastructure Inc.		911641772
w.	HYPOWER INC		880271249
x.	MCO CONSTRUCTION & SERVICES INC		650400906
y.	RIGHTWAY PLUMBING CO		590422570
z.	TORX BUILDERS, LLC		832494800
aa.	SOUTHEAST MECHANICAL CONTRACTORS LLC	SOUTHEAST MECHANICAL CONTRACTORS	651153325
ab.	GAMAX CONSULTING, INC.		510505629

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1

Project No.: DB23AV01

Measures: DBE/AE: 20%, DBE/CON: 7.79%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 06/11/2024

Team No.: 4

Prime Name: SUFFOLK-OEC JV LLC **FEIN No.:** 992448044

Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	AECOM TECHNICAL SERVICES INC		952661922
b.	ARORA ENGINEERS LLC		232430920
c.	DDA ENGINEERS PA		650138165
d.	Delta Consultants LLC		371999359
e.	GEOSOL INC		650997886
f.	GURRI MATUTE PA		651038126
g.	HBC ENGINEERING COMPANY		223936061
h.	LONGITUDE SURVEYORS LLC		364551726
i.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
j.	LVA LUIS VIDAL USA INC		474542696
k.	SAVINO & MILLER DESIGN STUDIO PA		650412661
l.	TERRACON CONSULTANTS INC		421249917
m.	Valderrama and Valderrama Engineering Inc		854185545
n.	CES CONSULTANTS INC		650792884
o.	MCO CONSTRUCTION & SERVICES INC		650400906
p.	HERRERA STRATEGIC CONSULTING LLC		661009929
q.	HORTON LEES BROGDEN LIGHTING DESIGN INC		132671278
r.	SLS CONSULTING, INC.		800838615
s.	RWDI USA LLC		412083148
t.	AIRPROJECTS, INC.		541767442
u.	EASTERN ENGINEERING GROUP COMPANY		611492162
v.	JSM & ASSOCIATES LLC		261660700

Memorandum

Date:

To: Honorable Daniella Levine Cava
Mayor

From: Ralph Cutié
Director
Miami-Dade Aviation Department

Subject: Request for Waiver of Administrative Order 3-39, Subsection 2 of Items C and H, Selection and Evaluation Process for Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1, Project No. X078A, SPD Project No. DB23AV01

RECOMMENDATION

Miami-Dade Aviation Department (MDAD) requests your approval of the waiver described below to utilize revised scoring criteria for the MIA South Terminal Expansion East (New Gates) Phase 1, Project No. X078A, SPD Project No. DB23AV01. The revised criteria will result in the selection of the Design-Build team offering the best technical/management component and price value for the County in the Step 2 process. This modification is required to accommodate Federal Aviation Administration Airport Terminal Program (ATP) FY 2025 Notice of Funding Opportunity grant requirements.

Pursuant to Administrative Order (AO) 1-1, providing for the amendment of administrative orders, it is hereby recommended that the County Mayor adopt the amendments to AO-39 on an ad hoc basis for the purpose of the Project. These amendments are recommended as to the selection process outlined in A)-39, Section II, Item C, Subsection 2 and Item H, Subsection 2, for the Project. AO-39 provides that the processes set forth therein are advisory and, while generally sufficient, the nature of the Project calls for the modifications described below.

BACKGROUND

MDAD has a need to establish a Design-Build Services contract for the expansion of the existing Miami International Airport (MIA) South Terminal and the design and construction of a new Concourse K with six (6) contact gates, expansion of the existing J Terminal TSA Checkpoint, Advanced Visual Docking Guidance System (A-VDGS), associated apron and jet fuel hydrant service, a ground support equipment (GSE) maintenance facility and modifications to the existing Baggage Handling System (BHS) to provide for a crossover from the Central Terminal to the South Terminal and the installation of two (2) new make-up (carousel) facilities in the new Concourse K, associated civil scope modifications to NW 20th Street and airfield security AOA fencing. The project is located east of the existing South Terminal.

The selected Design-Build Team shall provide design, project and construction management, surveying, additional geotechnical investigations, architectural and engineering designs, interior design services, LEED Silver certification, Envision Silver certification, fire protection, vertical circulation elements, civil and utilities design, drainage, lighting, acoustical analysis, structural engineering, MEP engineering, Lighting Protection, wayfinding and signage, information technology (IT) systems, paging, security access systems, Audio/Visual Design, building management systems, systems modeling as needed, including but not limited to security component and traffic studies, Art in Public Places, landscaping and landscape lighting and irrigation, environmental and building permitting, threshold inspections, construction and construction administration, preparation and approval of shop drawings, start-up and commissioning, budgets and schedules, and any supportive ancillary tasks required for the successful completion of the project.

MDAD intends to award a contract to the highest ranked design-build team for the MIA South Terminal Expansion East (New Gates) Phase 1 Project that has the best combination score for both the technical/management component and price. The goal of the project is to optimize the use of allocated federal, state, local funds to deliver the best value to the public.

As a result, MDAD is requesting to add Step 2 Selection Criteria 4B: Price Proposal. This modification will accommodate Federal Aviation Administration Airport Terminal Program (ATP) FY 2025 Notice of Funding Opportunity grant requirements and project delivery method subject to the grant requirements of the AIP, found in 49 U.S.C. chapter 471 which requires awarding to the most advantageous proposal based on price and other evaluated technical factors.

The original selection criteria for Design Build Projects during Step 2 are as follows:

Step 2 Selection Criteria		**Maximum Points**
1B.	Project Design Approach	40
2B.	Project Construction Approach	40
3B.	Ability to Provide Required Services within Schedule and Budget	20
	TOTAL MAXIMUM POINTS	**100**

Criterion 1B: Project Design Approach - Point value will be based upon the evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, phasing and the services required in the design criteria package, and for specified projects, permitting requirements and the functional, programmatic and/or performance specifications set forth in Volume 2, design criteria package, as applicable. This criterion will also include an evaluation of the Design-Builders scope of work including, but not limited to, studies performed that affect this project, key design elements and effects on the community involved.

Criterion 2B: Project Construction Approach - Point value will be based upon the evaluation of the constructability, phasing of the work staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule and understanding and awareness of permitting requirements.

Criterion 3B: Ability to Provide Required Services within Schedule and Budget - Point value will be based upon the evaluation of the Design-Builder's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the Work.

The existing process factors in bid price by calculating an adjusted bid determined by dividing the bid price from each Design-Builder by their total qualitative score to determine the final ranking.

The revised approach includes the following:

Step 2 Selection Criteria		Maximum Points
1B.	Project Design Approach	30
2B.	Project Construction Approach	30
3B.	Ability to Provide Required Services within Schedule and Budget	10
4B.	Price Proposal	30
	TOTAL MAXIMUM POINTS	**100**

Criterion 1B: Project Design Approach - Point value will be based upon the evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, phasing and the services required in the design criteria package, and for specified projects, permitting requirements and the functional, programmatic and/or performance specifications set forth in Volume 2, design criteria package, as applicable. This criterion will also include an evaluation of the Design-Builder's scope of work including, but not limited to, studies performed that affect this project, key design elements and effects on the community involved.

Criterion 2B: Project Construction Approach - Point value will be based upon the evaluation of the constructability, phasing of the work staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule and understanding and awareness of permitting requirements.

Criterion 3B: Ability to Provide Required Services within Schedule and Budget– Point value will be based upon the evaluation of the Design-Builder's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays and Design-Builder's capability to provide the appropriate personnel, inclusive of the DBE Performance Plan, and equipment to efficiently carry out the requirements of the Work.

Criterion 4B: Price Proposal - County staff will assign a point value based upon the points awarded with the lowest price given the full weight of 30 points. Every other proposal will be given points -prorated in relation to the lowest price. Each higher bidder shall receive a reduced prorated amount from the 30 points in the price proposal category. The proration shall be based on percent differential from the low bid. The application of the formula below will result in a prorated assignment of points relative to the criterion of price.

Formula:

$$\left[1 - \left[\frac{\text{Advancing Firm's Proposed Price} - \text{Lowest Price Proposal}}{\text{Lowest Price Proposal}}\right]\right] \text{X } 30 = \text{Price Score}$$

The pricing evaluation is used as part of the evaluation process to determine the highest ranked Advancing Firm.

The shortlisted Design Builder with the highest score will be the recommended for negotiations. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

MDAD believes that the above criteria will provide an improved basis for selection of the design-build

team with the best combination of capabilities and financial terms for this vital project. Therefore, MDAD requests approval of this waiver for the modifications for the Step 2 process of the RDBS for SPD Project No. DB23AV01.

Daniella Levine Cava
Mayor

01/25/24
Date

STEP 1 TABULATION SHEET AUGUST 9, 2024		COMPETITIVE SELECTION COMMITTEE								
MIAMI-DADE AVIATION DEPARTMENT (MDAD) **Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1** **SPD PROJECT NO. DB23AV01**		Basil A. Binns II, MDAD	Felix Pereira, MDAD	Isa Nunez, JHSMIAMI	Helga Sommer, Seaport	Kaveh Dabiran, United Air	SUB-TOTAL	Total Qualitative Points	Qualitative Rank	FINAL RANK
	NAME OF FIRM(S)									
1	**U S SOUTH ENGINEERING & TESTING INC (ELIMINATED)**									
2	**LEMARTEC-NV2A JV LLC**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	45	40	45	39	45	214			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	22	20	24	24	22	112			
	3A - Past Performance of the Firms (Max. 20 points)	18	15	18	19	20	90			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25			
	Sub-Total	90	80	92	87	92		441	1	1
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
3	**WEITZ-MCM JV**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	42	35	43	37	30	187			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	23	20	22	20	15	100			
	3A - Past Performance of the Firms (Max. 20 points)	16	13	15	17	15	76			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	2	3	4	4	17			
	Sub-Total	85	70	83	78	64		380	3	3
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
4	**SUFFOLK-OEC JV LLC**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	47	45	44	49	40	225			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	24	25	24	22	15	110			
	3A - Past Performance of the Firms (Max. 20 points)	19	20	17	15	15	86			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	3	3	3	14			
	Sub-Total	93	92	88	89	73		435	2	2
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									

Jorge Vital, SPD Non-Voting Chairperson

MDC033

MDC034

STEP 2 TABULATION SHEET DECEMBER 18, 2024	COMPETITIVE SELECTION COMMITTEE									
MIAMI-DADE AVIATION DEPARTMENT (MDAD) **Design-Build Services for MIA South Terminal Expansion East (New Gates) Phase 1** **SPD PROJECT NO. DB23AV01**	Basil A. Binns II, MDAD	Felix Pereira, MDAD	Isa Nunez, JHSMIAMI	Helga Sommer, Seaport	Kaveh Dabiran, United Air	SUB-TOTAL	Evaluated Price Proposal	Total Qualitative Points	Qualitative Rank	FINAL RANK
	NAME OF FIRM(S)									
1	**WEITZ-MCM JV**									
	1B - Project Design Approach (Max. 30 points)	27	30	29	28	27	141			
	2B - Project Construction Approach (Max. 30 points)	29	28	27	28	25	137			
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	9	10	10	9	10	48			
	4B - Price Proposal (Max. 30 points)	18	18	18	18	18	90	$743,192,000.00		
	Sub-Total	83	86	84	83	80			416	2	2
	Tie Breakers for Total Qual= Sub-Total Points for 1B, 2B, and 3B									
2	**LEMARTEC-NV2A JV LLC**									
	1B - Project Design Approach (Max. 30 points)	28	28	28	26	23	133			
	2B - Project Construction Approach (Max. 30 points)	29	28	29	27	25	138			
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	10	10	10	9	10	49			
	4B - Price Proposal (Max. 30 points)	30	30	30	30	30	150	$532,071,618.00		
	Sub-Total	97	96	97	92	88			470	1	1
	Tie Breakers for Total Qual= Sub-Total Points for 1B, 2B, and 3B									

Pablo Valin, SPD Non-Voting Selection Coordinator

Lowest Evaluated Price	$532,071,618.00

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: May 20, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(2)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**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 ____, majority plus one ____, 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) ____, 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 Daniella Levine Cava Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(2)
5-20-25

RESOLUTION NO. R-479-25

RESOLUTION APPROVING DESIGN-BUILD AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LEMARTEC-NV2A JV, LLC TO PROVIDE DESIGN-BUILD SERVICES AT MIAMI INTERNATIONAL AIRPORT FOR THE EXPANSION OF THE EXISTING SOUTH TERMINAL AND THE DESIGN AND CONSTRUCTION OF A NEW CONCOURSE K, CONTRACT NO.: DB23AV01, IN AN AMOUNT NOT TO EXCEED $600,638,241.24 FOR A TERM OF 1,485 CALENDAR DAYS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME TO EXERCISE THE PROVISIONS THEREOF, INCLUDING TERMINATION, AND TO EXERCISE ALL RELEVANT AUTHORITY GRANTED TO THE COUNTY MAYOR PURSUANT TO SECTIONS 2-285 AND 2-285.2 OF THE MIAMI-DADE COUNTY CODE

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

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

Section 1. Approves a design-build agreement between Miami-Dade County and Lemartec-NV2A JV, LLC, for Contract No. DB23AV01 to provide design-build services for the expansion of the existing South Terminal at Miami International Airport and the design and construction of a new Concourse K and six contact gates, in an amount not to exceed $600,638,241.24, for a term of 1,485 days, in substantially the form attached to the accompanying memorandum as Attachment D and made a part hereof. A complete set of contract documents are on file with and available on request from the Miami-Dade Aviation Department.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute of the design-build agreement, Contract No. DB23AV01, and the authority to exercise the termination provision and other provisions contained therein, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to sections 2-285 and 2-285.2 of the Miami-Dade County Code.

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

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**absent**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**absent**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of May, 2025. 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.

David M. Murray

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____ 2025 _____, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and _____ hereinafter called the Design/Builder:

WITNESSETH, that the said Design/Builder, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

PROJECT No.: DB23AV01

BID Name: Design-Build Services for MIA South Terminal Expansion

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is one thousand four hundred eighty-five (1,485) calendar days from the effective date established in the Notice To Proceed.

ESCALATION:

The Parties recognize and agree that circumstances outside the fault or control of either party may occur between the bid date and the award of the Contract that may cause pricing to be subject to rapid and unpredictable changes. The Parties agree it is in the best interest of the County to avoid paying estimated and potentially overstated amounts as well as for the County to take advantage of potential price improvements given the potential for pricing changes. As a result, the County and Contractor agree as follows:

A. This provision shall apply only to the period between 181 calendar days after the proposal submittal date (after the bid bond expiration) and the award of the contract. The Contractor shall be responsible for all cost escalation risks between the proposal due date and 180 calendar days after the bid due date. The contract amount, as awarded, shall be deemed to be full compensation for any escalation that may have occurred prior to the award of the Contract.

B. All risks of any further cost escalation after award of the contract shall be assigned to the Contractor, and no requests for adjustment of escalation costs shall be entertained after award of the contract.

C. Contractor shall be entitled to a one-time price adjustment for cost escalation between 181 calendar days (after the bid bond expiration) and the award of the contract. Such adjustment shall be based on escalation of the ENR (Engineering News Record) BCI (Building Cost Index), using a simple percentage method. Calculations shall be made by dividing the current month and year index value at award by the value of the index for the month and year for the date of 181 calendar days after the bid due date.

D. The single price adjustment will be as of the date of award of the contract only when the current BCI value varies by more than 5% from the BCI prevailing in the month when the bids were received and for the marginal escalation in excess of 5% of BCI, and without an increase in profit and overhead.

E. The County may audit the Contractor's records related to adjustments made under this provision, and the Contractor agrees that the payments contemplated herein are subject to the Audit provisions set forth in the Agreement.

F. Price adjustments up or down are to be passed to those subcontractors that purchase the materials.

LIQUIDATED DAMAGES (LD's):

• Milestone 1: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $27,000.00 per calendar day for delays under 60 days past the Substantial Completion Milestone of 1,365 calendar days from NTP for the Project.

• Milestone 2: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $34,000.00 per calendar day for delays 60 days or more past the Substantial Completion Milestone of 1,365 calendar days from NTP for the Project.

• Milestone 3: Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be $3,773.00 per calendar day for delays in not achieving the Substantial Completion Milestone of 1,072 calendar days from NTP for operation of the relocated Gate J2.

• Stacking of LD's: Should the delay for completion of Milestone 3 (J2) continue beyond the Milestone 1 (Substantial Completion date of 1,365 calendar days), the LD rates for each milestone not completed by the Design-Builder shall apply concurrently (stacked - LD's 3+1). In the event that Milestone 3 is delayed beyond the time frame stipulated for LDs for Milestone 1 (beyond 1,425 days), LD's for Milestone 3 will continue to be assessed until completed, and the LD's for Milestone 2 would be assessed concurrently (stacked - LD's 3+2). The assessment of LD's will be applied and discontinued independent of each other (per Milestone) in all cases until each Milestone is completed.

LIQUIDATED INDIRECT COSTS (LIC):

• The amount of Liquidated Indirect Costs recoverable shall be Forty-One Thousand Two Hundred Sixty-Five and 00/100 Dollars ($41,265.00) per day for each day the Contract is delayed through Substantial Completion due to a compensable excusable delay.

The Design/Builder agrees to make payment of all proper charges for labor and materials required in the Work, and to indemnify, protect, defend, and hold harmless the County pursuant to Article 12, Section F.

In consideration of these premises, the County hereby agrees to pay to the Design/Builder for the said Work, when fully completed, the total maximum sum of

Six Hundred Million Six Hundred Thirty-Eight Thousand Two Hundred Forty-One And Twenty-Four Hundredths ($600,638,241.24).

consisting of the following accepted items or schedules of Work:

Total Engineering and Design Cost	$31,590,518.00
Total Construction Cost	$500,481,100.00
Contingency Allowance	$53,207,161.80

Permit Allowance	$3,029,074.00
Dedicated Allowance	$2,000,000.00
Art in Public Places Account	$ 8,854,617.81
Inspector General Audit Account	$ 1,475,769.63
TOTAL MAXIMUM CONTRACT AMOUNT	$ 600,638,241.24

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Design/Builder shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Design/Builder is eligible for payment for any Work done prior to failure of the ratification, in accordance with the Article 9 of the General Conditions.

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

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

By: _____
Mayor or designee

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
Clerk

DESIGN/BUILDER (If Corporation)

_____
(Lemartec - NV2A JV, LLC)

By: _____
Manuel García-Tuñón - President

Attest: _____
Agustin R. Arellano Jr. - Secretary

DESIGN/BUILDER (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

(CORPORATE SEAL)

STANDARD DESIGN/BUILD
GENERAL CONTRACT CONDITIONS AND SPECIAL PROVISIONS
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1. DEFINITIONS

(April 11, 2024)

Addendum/Addenda: A modification or clarification of the Contract Documents distributed to prospective Proposers prior to the opening of Proposals.

Administrative Orders (AO): Establishes operating methods, administrative procedures, and/or delineates organizational responsibilities for identified procedures. Administrative Orders relate to these responsibilities and are under the authority of the Mayor. Administrative Orders may be viewed at the following hyperlink: http://www.miamidade.gov/ao/home.asp?Process=completelist

Advertisement for Proposals: See Request for Design/Build Services (RDBS)

AIP: The Airport Improvement Program, a grant-in-aid program, administrated by the Federal Aviation Administration. No requirement of the AIP Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract, nor will any such requirement interfere, in any way, with the right of either party to the Contract.

Air Operations Area: The Air Operations Area (AOA) shall mean any area of the airport used or intended to be used for landing, taking off or surface maneuvering of aircraft. An air operation area shall include paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.

Allowance Account (Contingency Account): Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions or extra work arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. The performance of any work under this Allowance Account, shall be authorized by a written Work Order issued by the Owner. All Allowance Accounts (Contingency and Dedicated) are owned by the Owner and are not obligated to the Design/Builder without an authorized written Work Order (as defined herein).

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

Art in Public Places: Miami-Dade County program established in Miami-Dade County Code Section 2-11.15 providing a one and a half percent (1.5%) of each County project's construction and engineering design cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the Design/Builder's services to the extent that it is defined in the Contract Documents. The cost of this program is budgetary, funded by the Department, and shall not be included in the Design/Builder's Proposal.

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

Baseline Schedule - Final: A schedule submitted by the Design/Builder in Critical Path Method (CPM) format in accordance with the Contract Documents submitted 90 days after NTP covering the entire Project in great detail, reviewed and approved by the Owner, that is used by the Design/Builder to plan the performance of the Work. The Baseline Schedule – Final (and any other interim schedule submittal approved by the Owner) shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Schedule – Final remains unchanged, updates to the Baseline Schedule – Final are prepared and submitted by the Design/Builder per the Contract Documents for the Owner's approval. The Owner's approval of each monthly schedule update shall be a pre-condition to the Owner approving the monthly payment requisition from the Design/Builder. The Baseline Schedule - Final shall only be revised and submitted again for review and approval by the Owner as required by the

Contract Documents. Notwithstanding a good faith dispute between Design/Builder and Owner regarding the validity or entitlement to delay as shown on a schedule update shall not be grounds for Owner to withhold payment application.

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

Beneficial Occupancy: The point at which the Owner or designee determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Design/Builder of any of its obligations relative to Substantial Completion, or of its responsibility to fully complete the Work in accordance with the Contract Documents.

Bid: See Proposal.

BIM (Building Information Modeling): A digital representation of a building's physical and functional characteristics. BIM is a process that involves creating and managing a 3D model of a building or infrastructure project, which includes not just the geometry of the structure but also information about its components, materials, and other properties. This digital model serves as a shared knowledge resource for architects, engineers, contractors, and other stakeholders involved in the design, construction, and operation of a building. The Design/Builder shall utilize BIM methodology throughout the duration of the Project. All BIM work shall comply with the MDAD Building Information Modeling Standards Manual (BIM Manual), the BIM Execution Plan and the Contract Documents.

BIM Execution Plan: A plan required under the MDAD BIM Manual, prepared by the Design-Builder and approved by the Owner, that includes a detailed explanation of BIM technology and proposed process execution by the Design/Builder throughout the Project lifecycle. The plan defines a framework for collaboration and communication between all Project participants. The Plan also includes, but is not limited to, Project information, goals and objectives, Project scope, roles and responsibilities, standards and guidelines, workflows and procedures, modeling requirements, data exchange, BIM QA/QC, schedule and milestones and resources. The Design/Builder shall submit the BIM Execution Plan for Owner review and approval no later than 30 days after Notice-to-Proceed.

BIM Manual: The MDAD Building Information Modeling Standards Manual which specifies BIM requirements for the Work.

Calendar Day: Every day shown on the calendar.

Certificate of Completion: Certificate issued by the local building official providing proof that a structure or system is complete and, for certain types of permits, is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a Certificate of Occupancy by the local building official.

Certificate of Final Acceptance: Certificate issued to the Design/Builder by the Owner certifying that Final Acceptance has been achieved in accordance with the definition reflected herein (see Final Acceptance definition).

Certificate of Occupancy: Certificate issued by the local building official 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 department.

Certificate of Substantial Completion: Certificate issued to the Design/Builder by the Owner certifying that Substantial Completion has been achieved.

Change Notice: A document issued by the Design Criteria Professional or Owner to the Design/Builder specifying a proposed change to the Contract Documents and requesting a price proposal from the Design/Builder, if applicable, within a specified time period.

Change Order: A written agreement executed by the Owner, the Design/Builder and the Design/Builder's Surety, covering modifications to the Contract Documents.

Claim: A Claim should include any request for additional compensation, time, or other relief arising out of or relating to the Contract Documents, including without limitation, requests for equitable adjustments and breach of contract.

Commissioning: A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Conditions of Award: Miami-Dade County required documents that must be satisfactorily completed by the Design/Builder before the Contract can be awarded. The documents shall also include terms and conditions clarifying the Owner's understanding of the Design/Builder's proposal and specify any additional terms and conditions of the Contract based upon those clarifications.

Construction Documents: Documents, drawings and specifications and all necessary materials prepared by the Design/Builder for the purpose of fully implementing the Work in complete accordance with the Contract Documents. Construction Documents shall be prepared and submitted by the Design/Builder and reviewed and approved by the Owner in accordance with the Contract Documents.

Construction Inspection Services (CIS): Services performed by the Owner or a consultant to the Owner to verify that the Work is being performed in accordance with the Contract Documents. The use of these services shall not relieve the Design/Builder of its responsibilities under the Contract Documents.

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

Consulting Engineers: Miami-Dade Aviation Department Bond Engineer, Consulting Engineers/Supervising Architects to the Miami-Dade Aviation Department.

Contract: The written agreement, referred to as the Contract Summary, between the County and the Design/Builder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Request for Design/Build Services (RDBS), the Design Criteria Package (DCP), Design Guidelines Manual, MDAD Civil Engineering Guidelines, the Design/Builder's Proposal, the Proposal Bond, Condition of Award Requirements, Contract Summary, Performance Bond, Payment Bond, Standard Design/Build General Contract Conditions, and Special Provisions, Supplementary Provisions, Supplemental Project Definition Document, Technical Specifications, Division I General Requirements, Contract Drawings, MDAD Life Safety Master Plan, MDAD BIM Manual, MDAD Quality Assurance Manual, , together with all Addenda, Change Orders, Work Orders, Schedules, approved permits, approved Construction Documents, shop drawings, and applicable legislation.

Contract Drawings: Any Plans, profiles, cross-sections, elevations, schedules, and details provided by the Owner or the Design Criteria Professional (DCPR) which show locations, character, dimensions and details of the Work. Contract Drawings are confidential under the Florida Public Records Act and the Design/Builder is responsible for maintaining confidentiality during and after the completion of the Work.

Contract Time: The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed and ending with the date of Substantial Completion or Final Completion as specified in the Contract Documents, including completion of punch list items, as determined by the Owner or the Owner's designee. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.

County: See Owner.

County Mayor: The Mayor of Miami-Dade County, Florida, or the County Mayor's designee.

Critical Path: The longest sequence of tasks that must be completed to execute the Project.

Days: Unless otherwise designated, days mean calendar days.

Delays: May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.

Department: Miami-Dade County Aviation Department (MDAD)

Department Director: The Director of the Miami-Dade County Aviation Department or the Department Director's Representative.

Department Director's Representative: The person or persons designated by the Department Director to act on his behalf in the administration of the contract within the limits of their respective authorization.

Design/Build Contract: The agreement executed by the Design/Builder and the Owner covering the performance of the Work including the furnishing of all design, labor, superintendence, materials, tools and equipment as indicated in and in accordance with the Contract Documents which are incorporated into the Design/Build Contract by reference. The term "Contract" shall have the same meaning.

Design/Builder: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Design/Builder, has entered into a Contract with Miami-Dade County to complete all the Work defined in the Contract Documents, who is referred to throughout the Contract Documents by singular in number and masculine in gender. Federal, State and County laws, regulations, and requirements applicable to Contractors shall likewise apply to the Design/Builder. May also be referred to as Contractor in the Contract Documents.

Design Criteria Package (DCP): Part of the Contract Documents provided as part of the Request for Design-Build Services (RDBS), Step Two, Request for Proposal, which may consist of addenda, narrative description, quality standards and references, preliminary sketches or site plans, project performance standards, criteria or requirements, other technical data, survey information concerning the Work Site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, Work Site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, as may be applicable to the specific project, and performance-oriented drawings and/or specifications of the construction which stipulates the project Scope of Work and technical requirements for which all Design/Build Proposers are to base their proposals and, if awarded the Contract, any subsequent design.

Design Criteria Professional (DCPR or DCPr): The Architect or Engineer who has been retained by the County to prepare the Design Criteria Package (DCP) pursuant to 288.055, Florida Statutes, and who will provide oversight of the Design/Builder on behalf of the Owner pursuant to the provisions of these General Conditions.

Direct Costs: Direct Costs recoverable by the Design/Builder as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the additional cost of rental of any Special Equipment or Machinery pursuant to Article 10.E.2.g. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the Contract Documents and materials approved by the Design Criteria Professional or Owner as necessary to install the permanent materials in an efficient and workmanlike manner. For special equipment or machinery not listed in said document, the Design/Builder shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Design Criteria Professional or Owner. No additional payment shall be made to the Design/Builder for fuel, lubricants, for wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Design Criteria Professional or Owner as special equipment and machinery shall be considered Overhead.

Dry-run: An advance review of the almost completed Construction Documents used by some permitting agencies as a method of expediting the permitting process. The Design/Builder is responsible for determining the availability of this process and for fully complying with the requirements of the permitting agencies.

Engineer or Architect or Architect or Engineer of Record or other Licensed Design Professional of Record as Applicable: Any licensed, design professionals hired by the Design/Builder to prepare and be responsible for the Construction Documents in accordance with the Contract Documents and perform other functions as indicated in the Contract Documents.

Envision Certification: A required certification process for all civil infrastructure projects following the rating system administered by the Institute for Sustainable Infrastructure as required by Miami-Dade County Implementing Order 8-8 and Sections 9-71 thru 9-75 of the Miami-Dade County Code.

Extra Work: Work not provided for in the Contract Documents as awarded or as previously modified by Change Order or Work Order but found to be essential to the satisfactory completion of the Contract within its intended scope. Reimbursement for Extra Work is governed by Article 10 "CHANGES". 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 Construction Documents for a first-class Project and the construction of the Project consistent with those Construction Documents, 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.

FAA: Federal Aviation Administration. An Agency of the U.S. Government that regulates all aspects of civil aviation.

Field Representative/Construction Manager: An authorized representative of the Owner that may provide administrative and Construction Inspection Services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents. In the event that a Field Representative is not used by the Owner, the Owner or the Design Criteria Professional may perform the functions of the Field Representative.

Final Acceptance: The formal written acceptance by the Owner of the completed Work.

Final Completion: Point in time when the Owner determines that all physical Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion, Punch List and other attachments have been corrected to the satisfaction of the Design Criteria Professional or Owner. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).

Force Account: A method of payment measured by actual cost of the labor, materials and equipment plus a mark-up for Indirect Costs, as distinct from other payment methods such as lump sum or unit price, for Extra Work ordered by Change Order and/or Work Order (See Article 10 Changes Paragraph G. Force Account).

Force Majeure: Force Majeure as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein, as long as they were not caused by actions or inactions of the Design/Builder, in which case they would be considered Design/Builder-caused delays. For the purposes of this Contract, disruptions related to COVID-19 are not force majeure events, inclusive of loss of labor supply and supply chain disruptions related to COVID-19 restrictions imposed locally or internationally. Changes in commodity, supply, or labor costs shall not be considered a Force Majeure event, and

Contractor shall bear the risk of escalation of costs of commodities, supplies, or labor during the duration of the project.

Fragnet (fragmentary network): A portion of an approved schedule network diagram that breaks down activities into shorter duration for greater detail used to show the potential effect of a delaying event submitted by the Design-Builder and approved by the Owner/DCPR.

Full-sized Drawings: Minimum size drawings 24"x36".

Furnishing: Manufacturing, fabricating, or purchasing 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.

Green Business Certification, Inc. (GBCI): Organization that provides independent oversight of professional credentialing and project certification of LEED facilities.

General Conditions or Standard Design/Build General Contract Conditions and Special Provisions: This section of the Contract Documents which specifies, in general, the contractual conditions.

Government: Federal government.

Green Building Practices: Environmentally and socially-conscious practices that emphasize processes and methods of design and construction that reduce exposure to noxious materials, conserve non-renewable energy and scarce materials, minimize life-cycle ecological impact of energy and materials, employ renewable energy or materials that are sustainably harvested, protect and restore local air, water, soils, flora and fauna, and support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

Implementing Orders (IO): Establishes specific Board of County Commissioner legislation or policies that fall under their authority, including fees departments charged to the public. Implementing Orders are submitted to the Board of County Commissioners for their action to accept, amend, or reject. Implementing Orders may be viewed at the following hyperlink: http://www.miamidade.gov/ao/home.asp?Process=completelist

Indirect Costs: See Overhead.

Inspector: See Field Representative.

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 including the successful passing of all tests so that they are fully functional.

LEED (Leadership in Energy and Environmental Design): An ecology-oriented building certification program run under the auspices of the U.S. Green Building Council (USGBC) which concentrates its efforts on improving performance across five key areas of environmental and human health: energy efficiency, indoor environmental quality, materials selection, sustainable site development, and water savings.

LEED AP: A person(s) that is part of the Design/Builder entity that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The Design/Builder, through the LEED AP, shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the Design/Builder in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Design/Builder for the documentation required to meet the Design/Builder's obligations to achieve the LEED credit points stipulated in the Contract Documents.

LEED Certification Documents: Reports, documents, or other supporting data required to apply for and obtain the desired LEED certification.

LEED Certification Plan: Plan developed by the LEED AP and the Design/Builder to develop and monitor the documentation required during design and construction for the LEED certification application process. The LEED Certification Plan shall include project LEED certification phases and milestones and shall be approved by the Project Manager.

LEED Status Report: A report produced by the LEED AP and submitted to the Owner no less than monthly to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the County.

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, which will be deducted from the Contract Sum for each day of delay due to a Non-Excusable Delay. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each day of delay due to a Compensable Delay. The Design/Builder accepts this sum as full compensation for the Design/Builder's indirect costs, for each day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Design/Builder in the performance of this Contract. (See Article 8 Contract Time, Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Lump Sum Bid Item: A bid item in which quantity is not separately measured for payment in units but rather is based on the amount bid by the Design/Builder as indicated in the Bid Form and made a part of the Contract. Partial payments of Lump Sum Bid Items will be conditionally made, based upon an approved Schedule of Values, and will be subject to reconciliation in the event that the Work of a Lump Sum Bid Item is not fully completed in accordance with the requirements of the Contract Documents.

Miami-Dade County (MDC): A political subdivision of the State of Florida, the Owner.

Miami-Dade County Code of Ordinances: Central repository for Governing Legislation where Ordinances are codified and kept current with subsequent amendments. The Miami-Dade County Code of Ordinances can be viewed at the following hyperlink:https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances

Milestone: A completion date as defined in the Contract Documents.

Mobilization and Engineering Schedule: A 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 shall have considerable detail for the first 120 days after Notice-to-Proceed with less detail in the activities beyond the first 120 days. This schedule is to be submitted by the Design/Builder at Notice-to-Proceed for the Owner's review and approval. Design-Builder's compliance with the requirements set forth herein for preparing this schedule shall be a pre-condition for the Owner's approval and payment of any Design/Builder payment requisition covering expenses incurred beyond the first 30 days after Notice-to-Proceed. 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 Schedule - Final for the entire Project. This Mobilization and Engineering Schedule shall be the basis for development of the Baseline Schedule - Final.

Modified Total Cost Claim: The variant of the total cost approach that allows for an adjustment of the damage amount to compensate for proposal errors, costs resulting from the Design/Builder's own actions, and costs resulting from the actions of third parties. Design/Builder agrees, as a condition of entering into this Contract, that it has waived the right to bring any Modified Total Cost Claim against the County in the event Design/Builder asserts any claim for additional monies or additional contract time pursuant to this Contract, without limitation.

Notice of Termination: Written notice from the Design Criteria Professional or the Owner to the Design/Builder to permanently stop Work under the Contract on the date and to the extent specified in the notice. The Notice of Termination includes Notices of Termination for Convenience, Default and National Emergencies as set forth in the Contract Documents. Upon receipt of such notice, the Design/Builder shall comply with the termination provisions of this Contract.

Notice to Proceed (NTP): Written notice from the Owner to the Design/Builder specifying the date on which the Design/Builder is to proceed with the Work and on which the Contract Time commences to run.

Office of Resilience (OOR): The Miami-Dade County's Office of Resilience (OOR) is the guiding force of the City's urban greening movement. Its mission is to lead Miami-Dade County to a resilient and environmentally sustainable future by identifying vulnerabilities, coordinating stakeholders, and facilitating innovative solutions. The office works to collaborate with county agencies, business groups, nonprofit organizations, and local stakeholders to better integrate resilience into all areas of city programs and operations. The contractor will be required to coordinate activities related to LEED's and Envision certification and other opportunities with the OOR and gain approval in meeting established goals per county ordinance.

OOM: Office of the Mayor.

Overhead (Indirect Costs): Overhead, also defined as "Indirect Costs," includes any and all costs other than Direct Costs. Overhead includes, but is not limited to, all profit and costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, extended jobsite general conditions, interest on monies retained by the Owner, escalated costs of materials and labor, impact cost on unchanged work, inefficiency, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Design/Builder, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other Project, loss of interest income on funds not paid, costs to prepare a proposal, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not proposed upon, loss of productivity or inefficiencies in the Work from any cause.

Owner: Miami-Dade County, whose governing body is the BCC acting in its proprietary capacity through its duly authorized agents. When these Contract Documents require the action of individual persons, the documents contain specific references to these persons. In particular, the documents shall refer to the BCC when approval of the BCC is specifically required and to the Design Criteria Professional when the Design Criteria Professional's approval is specifically required. See also Design Criteria Professional and Field Representative.

Payment and Performance Bonds: The Bonds in the form agreed to by the Parties and included in the Attachments that are attached hereto and incorporated herein. Bonds executed by the Design/Builder and its Surety assuring that the Design/Builder will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Design/Builder with labor, materials, or supplies, used directly or indirectly by the Design/Builder in the prosecution of the Work. These bonds shall be a single instrument bond for twice the penal sum (to cover 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues).

Project: The design and construction of the Work as defined in the Contract Documents and all work implied or appurtenant thereto needed to fulfill the County's needs as defined in the Contract Documents.

Project Management Software: Commercially available software commonly used in the construction industry to facilitate the storing and sharing of information related to the Project such as, but not limited to, schedules, RFIs, progress photos, correspondence, minutes of meetings, change orders, Construction Document submittals, permits, submittal logs and other information that the Owner may require. The Design/Builder shall keep all this information current and make it freely available with real-time access to the Owner and the Owner's representatives by providing free licenses for the duration of the Project. Common examples of this software include Procore and E-Builder.

Project Manual: See Supplemental Project Definition Document (SPDD).

Project Record Documents: Documents submitted by the Design/Builder during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Design Criteria Professional for all elements of the Work completed under the contract, including BIM deliverables under the approved BIM Execution Plan and the MDAD BIM Manual. Final payment is conditional upon the receipt and approval of the Project Record Documents.

Project Schedule: General term used to describe any time schedule or time schedule update required by the Contract Documents, prepared by the Design/Builder and approved by the Owner.

Project Testing Laboratory: The laboratory(ies) employed by the Design-Builder to perform under the direction of the Design -Builder all quality control testing. The Owner shall have the option but not the obligation to hire an independent testing lab(s). The Design-Builder lab(s) shall coordinate its work with testing lab(s) that may be hired by the Owner.

Proper Invoice: An invoice which conforms with the present requirements of the County Department, the Contract Documents, and Florida law.

Proposal: Qualifications and monetary documents submitted by the Design/Builder in response to the Owner's advertisement as more fully defined in the RDBS.

Proposal Schedule: A schedule submitted by the Design/Builder with the Proposal covering the entire Project in barchart format. This schedule shall be in sufficient detail to allow the Owner to determine the Design/Builder's overall approach to the Project, including but not limited to: design, design reviews, permitting, early construction packages, i.e., fast-track, long lead procurement items and major construction activities. The Owner shall have the right to require additional details in this schedule prior to starting contract negotiations.

Proposal Security: (Also known as Bid Bond) The cashier's check, certified check or bid bond, accompanying the Proposal and submitted by the prospective Proposer, as a guarantee that the prospective Proposer will enter into a contract with the Owner for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the Proposer.

Proposer: An individual, firm, partnership, corporation or combination thereof, submitting a Proposal for the Work in accordance with the Contract Documents.

Punch List: A list issued by the Owner 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.

Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction.

Request for Design/Build Services (RDBS): A document that is part of the Contract Documents that includes instructions and information for the solicitation process for Design/Build Services for this Project.

Resolution: An action taken by a vote of the Miami Dade County Board of County Commissioners setting policy and providing guidance to County Departments. Resolutions issued after 1995 can be viewed at the following hyperlink: Miami-Dade County - Legislative Information - Advanced Search - Miami-Dade County Commission Legislation (miamidade.gov) Earlier Resolution can be obtained through request to the Clerk of the Board Division, Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202 Miami, Florida 33128

Right-of-Way: A term denoting land and property, and interests therein, owned or acquired by the Owner.

Runway: The area on the airport prepared for the landing and takeoff of aircraft.

Schedules: All schedules delivered under the Contract including time schedules and Schedule of Values.

Schedule of Values: A detailed cost breakdown of each lump sum proposal item in the proposal form, submitted by the Design/Builder no later than 15 days after NTP for the Owner's approval, unless required

earlier elsewhere in the Contract Documents, and to be used as a basis to determine monthly progress payments and quantity adjustments within the constraints specified in the Contract Documents. Approval of the Schedule of Values by the Owner shall be a pre-condition for the Owner approving and paying any payments to the Design/Builder.

Scope of Work: See Work.

Shop Drawings: Documents furnished by the Design/Builder to illustrate portions of the Work for review and approval in writing by the licensed design professionals of record hired by the Design/Builder to prepare the Construction Documents. Shop drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures, and other data describing design, fabrication, and installation of specific portions of the Work. Shop drawings shall be reviewed and approved in writing by the Architect/Engineer of Record before beginning construction. Shop drawings shall not thereafter be amended or altered without prior written approval of the Architect/Engineer of Record. Copies of such reviews and approvals shall be submitted to the Design Criteria Professional who will provide oversight for compliance with the approved design drawings and specifications prepared by the Design/Builder.

Site, Project Site, Work Site, Construction Site, Job Site: The location(s) at which the Work under this Contract is to be accomplished, as shown in the Contract Documents.

Special Equipment or Machinery: Equipment or machinery such as power-driven rollers, tractors, backhoes, bulldozers, excavators, trucks (excluding "pickup" trucks), cranes, industrial railroad equipment, or any other such equipment approved by the Design Criteria Professional as necessary to complete the Project in an efficient and workmanlike manner. This equipment or machinery must be a requirement for the economic performance of the Work to be accomplished by the Design/Builder or by a subcontractor (of any tier). Special Equipment or Machinery shall not include small tools or pieces of equipment considered to be standard equipment included in the basic inventory of a General Design/Builder or a subcontractor (of any tier).

Special Provisions: Section of the Contract Documents which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Subcontractor: Any person or entity, other than the employees of the Design/Builder, supplying the Design/Builder with design, labor, materials, supplies and/or equipment used directly or indirectly by the Design/Builder in the prosecution of the Work, and inclusive of architects and engineers providing design services to the Design/Builder.

Substantial Completion: Substantial Completion of a Project is the date on which the Owner certifies that the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended. A certificate shall be issued to the Design/Builder by the Owner upon achievement of Substantial Completion. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance)

Surety: The bonding company or companies furnishing the bonds required of a Proposer and of the Design/Builder.

Supplemental Project Definition Document: A portion of the Contract Documents, prepared by the Design Criteria Professional.

Technical Specifications: The Technical Specifications are distinct from the Performance-Oriented Specifications prepared by the Design Criteria Professional and included in the DCP. The Technical Specifications are prepared by the Architect/Engineer of Record during design development and submitted for review and approval by the Design Criteria Professional.

Temporary Construction Easement Line: A boundary which describes additional areas which may be made temporarily available for construction operations.

Threshold Inspector: A specialized inspector hired by the Design/Builder to perform specific inspections required by the Florida Statutes and/or a regulatory agency having jurisdiction. The Owner may also elect

to hire a Threshold Inspector to oversee the Threshold Inspection services performed by the Design/Builder's Threshold Inspector.

Time Contingency: The maximum time specifically identified in the Contract Documents by which the Owner may extend the Contract Time to accomplish the Work without a Change Order. Limitations on the use of the Time Contingency are set forth in the Contract Documents.

Time Impact Analysis (TIA): A scheduling technique used to quantify the effects, if any, on the approved Project Schedule of an unplanned event, delay or Extra Work. The TIA: 1) inserts a Fragnet, approved by the Owner, of the event being analyzed into the approved Project Schedule, and 2) recalculates the Project Schedule network to determine the effect of the event.

Total Cost Claim: An approach for calculating claimed costs by the Design/Builder not allowed under this Contract calculated as the difference between the actual cost of the entire Project and the original Award amount of the Contract. Design/Builder agrees, as a condition of entering into this Contract, that it has waived the right to bring any Total Cost Claim against the County in the event Contractor asserts any claim for additional monies or additional Contract Time pursuant to this Contract, without limitation.

Unit Prices: Unit prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the unit price Work with adjacent work; and shall include all overhead and profit. Design/Builder shall accept compensation computed in accordance with the unit prices as full compensation for furnishing such Work.

Work: The design, engineering, permitting, construction and other services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Design/Builder to fulfill the Design/Builder's duties and obligations imposed by the Contract Documents or, if not specifically imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents to provide a complete, fully functional and satisfactory project.

Work Order: A written order, authorized by the Design Criteria Professional or Owner, directing the Design/Builder to perform Work under a specific Allowance Account or directing the Design/Builder to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

2. INTERPRETATION

(April 11, 2024)

A. The intent of the Contract is to include all necessary items for the proper completion of the Work by the Design/Builder so the Owner may have a fully functioning facility or project and fully receive the benefits intended under the Contract. The Design/Builder shall perform, without additional compensation, such incidental, implied, or appurtenant work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract Documents, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.

B. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Documents and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Contract Documents, shall be of like effect as if shown or mentioned in both. The more stringent shall apply in the case of a conflict. The determination of the more stringent standard shall control and be binding on the Design/Builder, without limitation, and the Design/Builder's compliance with this determination shall not count as Extra Work.

C. Site Inspections and Verification of Governing Dimensions: In executing the Contract, the Design/Builder represents that it has, prior to proposing, visited the site, become familiar with the conditions under which the Work is to be performed and correlated its personal observations with the requirements of the Contract Documents or that it has chosen not to do so, in the event that a mandatory site visit is not specified in the Contract Documents. The Design/Builder accepts 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, all conditions under which the Work is to occur, including but not limited to site access, lay down and staging areas, the presence of known utilities and utility connections, and shall examine all adjoining work on which its 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 Owner through the Design Criteria Professional 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 Owner. The County does not warrant or guarantee the presence or absence of any particular Site conditions, or the accuracy of any as-built information related to existing work in-place on the Site.

D. Errors, Inconsistencies and Omissions: 1) The Design/Builder shall carefully study and compare all Contract Drawings, Contract Documents, and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the Owner or Design Criteria Professional of all errors, inconsistencies, or omissions which Design/Builder may discover; and obtain specific instructions in writing during the proposal process and prior to submitting its proposal. The Design/Builder shall not take advantage of any apparent error or omission which may be found in the Contract Drawings 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 its design or its construction which could have been avoided by such examination and notification, and shall correct, at its own expense, all Work improperly priced, scheduled or constructed through failure to notify the Owner or Design Criteria Professional and to request specific instructions.

2)The Design/Builder shall be responsible for all errors and omissions which arise out of the design and engineering of the Work by the Design/Builder, without limitation. The Design/Builder shall be

solely responsible for all costs related to correction of any errors or omissions, including direct and indirect cost, and inclusive of costs to redesign or re-engineer the Work to correct such errors or omissions. The County's approval of any Design/Builder design or engineering shall not relieve the Design/Builder of its responsibility regarding errors and omissions.

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

F. References to Articles or Sections include sub-articles or subsections under the Article referenced.

G. 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 the RDBS except where otherwise expressly indicated and shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced, unless the Contract Documents contain more stringent requirements. In case of a conflict between the Contract Documents and the referenced standard, the more stringent requirement or interpretation shall govern.

H. Copies of Standards: Each entity engaged in design or construction on the Project shall be familiar with industry standards applicable to its design and construction activity and shall perform such activities using the ordinary and reasonable standard of care exercised by designers or design-builders on Airport projects of similar type and scale under similar circumstances and conditions. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required Project activity, obtain copies directly from the publication source.

I. Order of Precedence of Contract Documents: The Contract, RDBS, DCP, Specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In the event of any conflicts, ambiguities, or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows with the highest level of precedence being number one (1):

1. The Florida Building Code and the Florida Fire Code in effect at the time the Design/Builder submitted its Proposal and the MDAD Life-Safety Master Plan.
2. Change Orders
3. Notice to Proceed
4. Contract Summary (executed)
5. Special Provisions,
6. General Contract Conditions
7. Approved Construction Documents
8. Addenda (including but not limited to changes to the DCP made through Addenda)
9. Design Criteria Package
    a. Basis of Design Narrative
    b. Specifications
    c. Drawings
10. RDBS
11. MDAD Life Safety Master Plan
12. MDAD BIM Manual
13. MDAD Quality Assurance Manual

J. Design/Builder's/Proposal. The Design/Builder shall not take advantage of any apparent error, omission, discrepancy, or ambiguity in the Contract Documents. If an error, omission or discrepancy or ambiguity is found by the Design/Builder in the Contract Documents, the Design/Builder shall refer the same to the Owner or Design Criteria Professional/Field Representative in a timely manner to allow sufficient time for an interpretation and decision by the Owner or Design Criteria Professional/Field Representative prior to any related work delay. The Owner or Design Criteria Professional/Field Representative's decision shall be final.

K. With respect to any conflict, ambiguity, or discrepancy amongst the Contract Documents not otherwise addressed above, the Design/Builder shall be required to provide the alternative which provides the maximum benefit to the County, and all work associated with same shall not be considered as Extra Work. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Design/Builder shall apply to the Owner or Design Criteria Professional in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. The Owner or Design Criteria Professional's decision shall be final.

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

M. No acceptance, order, measurement, payment, or certificate of or by the Design Criteria Professional and/or the Owner or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

N. Wherever the terms, "as directed," "ordered," "permitted," "designated," "as approved," "approved equal," "or equal," "acceptable," and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Design Criteria Professional and/or the Owner and shall be final.

O. Furnish: In the case of design services performed by the Design/Builder, means provide or submit. In the case of construction services, means supply and deliver to Project site ready for unloading, unpack, assemble, install, test, balance, and similar operations as required for complete integration of the construction services into the project, or to otherwise provide as necessary to complete the Work in conformance with the Contract Documents.

P. Install: In the case of construction services, means unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, test, balance, cure, protect, clean, and similar operations at the Project site.

Q. Provide: Furnish and install, complete and ready for the intended use.

R. 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 Field Representative's use during the time that Work covered by the standards and/or Contract Documents is underway.

S. The Contract Documents contemplate design and construction of 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.

T. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Owner, which approved deviation shall be documented by Change Order.

U. All Requests for Information (RFIs) submitted by the Design/Builder per this section shall be in accordance with the Contract Documents. The Design/Builder shall plan and submit all RFIs with sufficient time to allow the Owner to respond without affecting the project. Any delay caused by the Design/Builder in the submittal of the RFI shall not entitle the Design-Builder to any time extension or serve as the basis of a claim. The County shall have no less than ten days to respond to any RFI; where a Critical Path in any schedule allows the County more than ten days to respond to any RFI, the County will nonetheless use good faith efforts to promptly respond such RFI to ensure that the Critical Path is maintained. RFI's related to the approved Construction Drawings and Specifications shall be responded to on a timely basis by the Architect/Engineer of Record so as to avoid Project delays. A copy of each such RFI response shall be transmitted to the Design Criteria Professional.

V. Product and Reference Standards

1. When descriptive catalog designations including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue on the date of the first advertisement for proposals (RDBS).

2. When standards of Standards Organization such as ASTM, AASHTO, AWS or ANSI, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition on the date of the RDBS shall be considered as part of the Contract.

3. Where in the Contract Documents an item is identified by a particular manufacturer's name, model or other code only that particular specified manufacturer, or model or other code, as applicable, shall be permitted. Provided however, the Owner only permit Design/Builder to use a product of like and equal or better quality and function if Design/Builder requests approval in writing from the Owner with sufficient evidence to allow Owner to confirm it is better or equal.

4. Whenever a particular manufacturer's product is required, to the exclusion of all others, appropriate language is included in the Contract Documents.

W. The design or construction documents prepared by the Design/Builder may not modify or waive any provision of the Contract Documents, and no County approval of such documents shall be deemed to affect any such modification or waiver. No modifications to substantive requirements of the Contract Documents shall be effective unless same is accomplished via execution of a formal written change order approved by the parties and approved or ratified by the BCC. Notwithstanding, Extra Work may be paid for by Work Order up to the limits of the relevant Allowance Account.

END OF ARTICLE

3. DESIGN CRITERIA PROFESSIONAL /FIELD REPRESENTATIVE

(April 11, 2024)

A. The Design Criteria Professional shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Design Criteria Professional shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Design/Builder, and those decisions shall be binding on the Design/Builder.

B. The Field Representative will observe the Design/Builder's Work for compliance with the Contract Documents. Such observation shall extend to all, or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used. The Field Representative shall decide all questions relating to the rights of different prime contractors/design-builders on the Project or site. The Field Representative shall not act as a foreman or perform other duties for the Design/Builder, nor interfere with the management of the Work by the Design/Builder.

C. The Design Criteria Professional/Field Representative will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Design Criteria Professional. The Design Criteria Professional/Field Representative shall determine the amount and quality of the Work performed and materials furnished by the Design/Builder which are to be paid for under the Contract.

D. The Design Criteria Professional/Field Representative is not authorized to revoke, alter, or waive any requirement of the Contract.

E. The Design Criteria Professional, Owner and Field Representative shall have free access to the Work and materials at all times to facilitate the performance of its duties.

F. All materials and each part or detail of the Work shall be subject to observation by the Field Representative and/or the Design Criteria Professional.

G. Subject to concurrence by the Owner, the Design Criteria Professional/Field Representative shall have the right to observe and reject any material or Work performed which does not meet the requirements of the Contract Documents. When the Design Criteria Professional/Field Representative discovers any Work in progress or completed that does not meet the requirements of the Contract Documents, the Design Criteria Professional/Field Representative shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Design Criteria Professional/Field Representative will not be paid for, nor shall any Extra Work associated to remove, remediate, or correct such non-conforming Work. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Design/Builder or its subcontractors and shall not relieve the Design/Builder of any of its responsibilities or obligations under the Contract.

H. The fact that the Design Criteria Professional/Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Design Criteria Professional/Field Representative from subsequently rejecting said materials or work.

I. If either the Design Criteria Professional or the Field Representative requests it, the Design/Builder, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Design/Builder shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined

prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.

J. Any Work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Design/Builder's expense.

K. Whenever the Design/Builder intends to build, assemble or perform any portions of the Work away from the site, the Design/Builder shall promptly notify the Design Criteria Professional/Field Representative of such intentions, including where and when such Work is to be performed, before such Work starts. The Design/Builder shall also make arrangements for access thereto by the Design Criteria Professional/Field Representative so that the aforementioned portions of the Work may be inspected as needed.

L. The Design/Builder shall not request or attempt to require the Design Criteria Professional/Field Representative to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Design/Builder from such responsibilities or obligations.

M. Neither the Design Criteria Professional nor the Field Representative shall be responsible for any safety obligations imposed on the Design/Builder by the Contract Documents, applicable industry standards, licensing requirements, laws or regulatory requirements.

END OF ARTICLE

4. OWNER

(April 11, 2024)

A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Design/Builder. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Design/Builder.

B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Design/Builder is expressly directed to rely on such information to prepare and submit its Proposal.

C. If the Design/Builder is notified by the Owner to correct defective or nonconforming Work, and the Design/Builder fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework or replacement of nonconforming Work by the most expeditious means available and back charge the Design/Builder for the cost incurred. The cost of back charge work to be paid by the Design/Builder shall include all reasonable costs associated with the corrective action.

D. The Owner shall separately invoice or deduct from payments, otherwise due to the Design/Builder, the costs associated with back charges, as described in item C above. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back charge work, on behalf of the Owner, shall not relieve the Design/Builder of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.

E. Field Representatives employed by the Owner, will be authorized to inspect all Work and materials which are to become a part of the completed Project. Field Representatives will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Contract Documents. The Field Representative will be authorized to call the attention of the Design/Builder to any failure of the Work to conform to the Contract Documents and will have authority to suspend the Work affected until any question at issue can be referred to and decided by the Design Criteria Professional. The Field Representative will have no authority to delay the Design/Builder by failure to inspect the Work and materials with reasonable promptness.

F. The Owner and other agencies having jurisdiction over the Work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.

G. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DT&PW), Miami-Dade Fire-Rescue (MDFR) and Water and Sewer (WASD), or their successors.

H. OWNER PROVIDED ITEMS

1. In addition to the Design-Builder, the Owner may contract a Threshold Inspector to oversee threshold inspection services performed by the Design/Builder's Threshold Inspector during construction of the Project pursuant to Florida Statutes, as may be warranted by the size and scope of the Project.

2. The Design/Builder shall schedule, coordinate delivery of, store, install, and otherwise incorporate into the Project any materials, equipment, or item(s) that may be donated to the Owner for the Project. The Design/Builder shall maintain all responsibilities for the donated item(s) as if the item had been supplied by the Design/Builder.

3. If the Owner elects to pursue a direct purchase program, the Design/Builder shall aid the Owner in the procurement of tax-exempt materials and equipment pursuant to Article 14.F – County Purchases.

4. The Design/Builder shall choose vendors, determine quantities, schedule, coordinate delivery of, store, install, and otherwise handle and incorporate into the Project any materials, equipment, or item(s) that the Owner may elect to purchase directly for the Project. The Design/Builder shall maintain all responsibilities for the Owner-purchased item(s) as if the item had been supplied by the Design/Builder. Notwithstanding the foregoing or any other provisions of the Contract Documents to the contrary, if legal action must be pursued against the supplier or vendor providing the Owner-purchased items, responsibility for such enforcement and all associated costs, including, without limitation, attorneys' fees and legal costs, shall rest completely with the Owner.

5. Savings achieved through all Owner's direct purchase program shall become part of the Project's Contingency Account, and the Design/Builder shall not be entitled to these funds unless authorized by Work Order or Change Order.

END OF ARTICLE

5. DESIGN/BUILDER

(April 11, 2024)

A. If the Design/Builder hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. The Design/Builder shall hold valid current certificate(s) of competency for the type of 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. The Design/Builder shall hold valid licenses for the design and engineering of the Work as required by Chapter 471, Florida Statutes and Chapter 10 of the Code of Miami-Dade County.

C. 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 the Owner 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 these Contract Documents, whichever period terminates later. The Design/Builder shall complete the form titled "Design/Builder Agent to Accept Service" included in the Contract Documents and submit the form to the Design Criteria Professional prior to NTP.

D. The Design/Builder shall be responsible for the complete performance for all of the Work under the Contract, including design and engineering of the Work in conformance with the DCP and all applicable codes, 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 and for the provision of all other goods, materials, or services reasonably understood as necessary for the completion of the Work, or which are ordinarily furnished by Design/Builders of similar experience on similar projects. The Design/Builder's obligations include, but are not limited to, providing all resources and professional services to perform the design and construction of the Project, such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and Commissioning and Work Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, security and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

E. The Design/Builder shall be responsible for obtaining all 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. 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. 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.

F. Design/Builder's Superintendent: The Design/Builder shall provide a superintendent at the site at all times who is competent in the type of Work being performed to act as the Design/Builder's agent, and shall give that superintendent the full authority to receive instruction from the Field Representative or Design Criteria Professional or the Owner and to execute the order or directions of the Field Representative or Design Criteria Professional or the Owner, 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 read, speak, write 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. This superintendent shall be responsible for keeping written daily logs of the work on the Project.

G. The competency of the superintendent shall be demonstrated through licensure or certification in contracting, engineering, trade or experience as applicable to the Work being performed. Proof of licensure, certification or qualification of the superintendent must be provided to the Owner at the pre-construction conference and is subject to the approval of the Design Criteria Professional or Field Representative after Design/Builder submittal of said requirements. The Design/Builder shall replace the Superintendent only with written notice to the County five (5) days in advance of the proposed substitution, and only with a superintendent qualified to perform the Work as reasonably determined by the Field Representative.

H. In the event that the Field Representative or Design Criteria Professional 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 Field Representative or Design Criteria Professional shall notify the Design/Builder in writing and the superintendent shall be replaced by the Design/Builder with a person acceptable to the Field Representative or Design Criteria Professional within five (5) working days.

I. The Design/Builder's failure to replace the superintendent 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.

J. The Design/Builder shall keep an electronic daily log, via web-based Project Management Software, containing a record of weather, Design/Builder and all Subcontractors' Work on the Project, number of workers, by trade and position, Work accomplished, deliveries received, problems encountered, and other similar relevant data as the Field Representative may require. The Design/Builder shall keep all relevant Project records in accordance with the Contract Documents and provide the Owner/DCPR and Owner Representative with real-time access to all the records contained therein including all Design-Builder data sets and licenses to the Project Management Software at no additional cost to the Owner.

K. The Design/Builder shall make the log available to the Owner and Design Criteria Professional with real-time access to the Project Management Software.

L. A three (3) week look ahead schedule shall be provided by the Design/Builder no less than two (2) working days prior to each construction progress meeting. The three (3) week look ahead schedule shall have enough detailed information as to the type of Work being performed, the trades performing the Work, the duration of the Work, the expected completion dates, the scheduled manpower, and any potential conflicts on the Work as foreseen. The three (3) weeks look ahead schedule shall be reviewed during the meeting. The three (3) week look ahead shall include at minimum all activities scheduled to occur during that 3-week period of time as represented in the latest approved Project Schedule update.

M. DESIGN:

1. Design/Builder shall be responsible for designing and engineering the Project in conformance with the Contract Documents. Design/Builder may not alter or deviate from the Contract Documents except as expressly authorized in writing by the County.

2. The Design/Builder may request and may receive authorization from County to deviate from the Contract Documents 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 the County's discretion to grant, and written approval must be obtained prior to proceeding. Such request shall be made in writing, shall expressly specify the criteria the Design/Builder seeks to modify, and shall specify the time and cost impact of such change. No approval of any deviation shall be effective unless presented to the County in this

manner and approved in writing by the County via Change Order approved or ratified by the Board of County Commissioners.

3. A Professional Architect and Engineer registered in the State of Florida shall direct all architectural and engineering services on behalf of Design/Builder. Design documents shall be signed and sealed by a Florida registered Architect and Florida registered Engineer or other licensed professional as required by Florida Statutes.

4. The 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, subject to changes in the Work as described in Article 10. The Design/Builder's usage of water and power shall be in accordance with Technical Specifications Section 01-50-00.

5. 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 Contract Documents, all applicable codes, and using the best quality materials and workmanship and industry standard efficient practices.

6. The Design/Builder will provide the County with a drawing identifying the limits of construction prior to reaching 75% completion of the design of the Project, to be reviewed and approved by the County prior to construction start.

7. 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 design. The Value Analysis will be led by an independent consultant hired by the Owner at the Owner's sole cost. The Design/Builder shall participate as required by the VA effort and present the design at the beginning of the VA effort. 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 the Work.

8. The Design/Builder shall provide complete, permit approved Construction Documents including Drawings and Specifications in compliance with the Contract Documents.

9. 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 (DCPR) to review for compliance with the Contract Documents at the following design phase milestones:

    a) 30% Construction Documents
    b) 60% Construction Documents
    c) 90% Construction Documents
    d) 100% Construction Documents and backcheck of the 100% submittal

    The FAA and the airlines may also be required to review these submittals. The FAA requires that at the 90% construction documents milestone for each individual design package, a review period of a minimum of 30 days. Design/Builder shall account for these review periods within the Project Schedule.

The incorporation of review comments and revisions to the design made by the County and DCPR 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 MDAD BIM Standards Manual as specified in the Attachments attached hereto and incorporated herein. 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; and transfer of electronic files in Adobe PDF format.

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

10. The 30% Construction Documents: The Design/Builder shall prepare and submit 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; an electronic file transfer or flash drive containing the BIM drawings and an updated Project Schedule. The County and DCPR shall review the documents for compliance with Contract Documents.

    a) The 30% Construction Documents 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. The 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.

    b) The updated Project Schedule, submitted monthly, 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 Airport operations. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

    The County and DCPR shall review the 30% Construction Document submittal and return comments to the Design/Builder within fifteen (15) working days of the submittal by the Design/Builder of a 30% submittal found by the Owner to comply with the submittal requirements. The Design/Builder shall inform the County in writing within ten (10) working days how each comment will be addressed; and include the 30% marked-up set in the 60% submittal.

11. The 60% Construction Documents: The Design/Builder shall, based on the Contract Documents, the 30% Construction Documents, and all comments received from the County and DCPR in the 30% review, prepare the Construction Documents setting forth in detail the requirements for the construction of the Project. The Design/Builder shall submit for review and approval by the County eight (8) copies of the 60% Construction Documents: an electronic file transfer or flash drive containing the BIM drawings, the draft Specifications, an updated Project Schedule, and the color board. The County and DCPR shall review the documents for compliance with Contract Documents. The Design/Builder is responsible for complete coordination between the architectural, engineering and all other design disciplines and with the compliance of the Construction Documents with the Contract Documents and all applicable codes.

a) 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.

b) The Design/Builder shall use CSI MasterFormat Standards, including the 49-Division and 3-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications. This submittal shall include 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.

c) The updated Project Schedule, submitted monthly, 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 MDAD operations. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

d) 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 DCPR shall review the 60% Construction Document submittal and return comments to the Design/Builder within fifteen (15) working days from receipt of an acceptable submittal. 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 of the 60% submittal in the 90% submittal.

12. At approximately seventy-five percent (75%) completion of the Construction Documents, the Design/Builder shall submit a minimum of four (4) studies of proposed 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-reflecting glazing), perspective renderings in color and three (3) 10" x 15" framed and glassed (in non-reflecting glazing) color photographic copies of the renderings and the electronic files of the renderings for County use.

13. The 90% Construction Documents: The Design/Builder shall, based on the Contract Documents, the 60% Construction Documents, and all comments received from the County and DCPR; 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 file electronic transfer or flash drive containing the drawings, the final Specifications and an updated Project Schedule. The County and DCPR shall review the documents for compliance with Contract Documents. The Design/Builder is responsible for complete coordination between the architectural, engineering and all other design disciplines and with the compliance of the Construction Documents with the Contract Documents and all applicable codes.

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

b) The final Specifications shall follow CSI MasterFormat Standards, including the 49-Division and 3-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications.

c) The updated Project Schedule, submitted monthly, shall indicate the proposed completion. This task must also address the extent to which development actions affect current MDAD operations (whether revenue-generating or otherwise). Schedules must

include reasonable allocations of time, including periods necessary for review, approval, permitting, procurement of long lead items, construction, Commissioning, and contingencies.

The County and DCPR shall review the 90% Construction Document submittal and return comments to the Design/Builder within fifteen (15) working days from receipt of an acceptable submittal. The Design/Builder shall inform the County in writing within ten (10) working days how each comment will be addressed.

The Design-Builder may elect to submit plans to the permitting agencies for a dry-run review after the 90% review as a method of expediting the permitting process if the permitting agencies offer that service as part of the permitting process. Design-Builder is responsible for ascertaining if the dry-run process is available from the permitting agencies and for fully complying with all the permitting agencies requirements.

14. The 100% Construction Documents: The Design/Builder shall, based on the Contract Documents, the 90% Construction Documents, and all comments received from the County and DCPR; 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: an electronic file transfer or flash drive containing the BIM drawings, the final Specifications and an updated Project Schedule. The County and DCPR shall review the documents for compliance with the Contract Documents. The Design/Builder is responsible for complete coordination between the architectural, engineering, and all other disciplines and with the compliance of the Construction Documents with the Contract Documents and all applicable Codes.

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

    b) The Specifications shall follow CSI MasterFormat Standards, including the 49-Division and 3-Part Section format, developed and recommended by the Construction Specifications Institute (CSI) to develop the Specifications.

    c) The updated Project Schedule, submitted monthly, shall indicate the proposed completion. This task must also address the extent to which development actions affect current MDAD operations (whether revenue-generating or otherwise). Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, construction and contingencies.

    The County and DCPR shall review the 100% Construction Document submittal and return comments to the Design/Builder within fifteen (15) working days from receipt of an acceptable submittal. The Design/Builder shall inform the County in writing within ten (10) working days how each comment will be addressed.

15. During the design/design review process, if 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 Design/Builder shall make all required changes and resolve all questions presented by the County and DCPR. The Design/Builder shall perform a detailed backcheck review of the Construction Documents prior to finalizing the Construction Documents and submitting them for permits. After the backcheck, the Design/Builder shall submit the revised 100% Construction

Documents to the regulatory agencies in final form ready for 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, and an electronic file transfer or flash drive containing the BIM drawings and Specifications to the County.

N. The County shall be entitled to no less than fifteen days from receipt of an acceptable submittal in which to review and submit comments following any Design/Builder design submittal, inclusive of each resubmittal. For example, the County shall have 15 days to approve the Design/Builder's 30% design submittal; in the event that the County does not approve that submittal, but instead rejects it with comments, the County shall have an additional 15 days to review the Design/Builder's revised 30% submittal. County review periods shall count against the Contract time.

O. Permit Sets: After the Owner approves the final 100% Construction Document submittal, the Design/Builder shall prepare the necessary sets of documents required by the permitting agencies in the format required by these agencies and submit the permit sets to these agencies for approval of the permits. The Design/Builder shall make all requested changes to the Construction Documents and resubmit the permit sets to the permitting agencies as many times as necessary to obtain all the necessary permits to perform the Work. The Design/Builder shall comply with all conditions and requirements of the permits as part of the Work.

P. Early Construction Package(s)

Construction may progress in increments determined by the Design/Builder, at Design/Builder's risk, provided each increment of construction is covered by drawings and specifications that have been reviewed and approved by the Design Criteria Professional and meet the following requirements:

1. All outstanding issues or comments from Design Reviews have been resolved.
2. The Architect/Engineer of Record has signed and sealed all drawings prepared under his/her direction.
3. Design/Builder has verified that the design has undergone constructability review and is constructible as represented.
4. Shop drawings and related documents for the portion of the Project to be constructed are complete and reviewed and approved.
5. The design and drawings for maintenance of traffic and access and temporary erosion control and environmental measures applicable to the Work are complete.
6. Applicable stakes, lines, and/or monuments necessary to control the Work have been established on the Site; and
7. All applicable permits have been secured by the Design/Builder from the Authorities Having Jurisdiction (AHJ's).

END OF ARTICLE

6. SUBCONTRACTORS

(April 11, 2024)

A. The Design/Builder will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors shall hold valid, current certificate(s) of competency and/or licenses for the type of Work to be performed, in accordance with the qualifications requirements as set forth in Chapters 471, 472, 481, 489 or other applicable Chapter or Section of the Florida Statutes and Chapter 10 of the Code of Miami-Dade County.

B. Nothing contained herein shall create any contractual relationship between the Owner and any level of subcontractor, materialman or supplier.

C. All Work performed for the Design/Builder by a Subcontractor shall be pursuant to an appropriate agreement between the Design/Builder and the Subcontractor which shall contain provisions that:

1. Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Design Criteria Professional and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights.

2. Require that such Work be performed in accordance with the requirements of the Contract Documents including the Design/Builder's approved schedule.

3. Require submission to the Design/Builder of applications for payment under each subcontract to which the Design/Builder is a part, in reasonable time to enable the Design/Builder to apply for payment in accordance with any and all payment provisions of the Contract Documents.

4. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Design/Builder (via any Subcontractor or Supplier where appropriate) in sufficient time so that the Design/Builder may comply in the manner provided in the Contract Documents for like claims by the Design/Builder upon the Owner.

5. Require specific consent to all relevant provisions of the Contract Documents and schedules; and

6. Incorporate all flow-down clauses specifically called for in the Contract, as directed.

D. Work Performed by Equipment-Rental Agreement:

1. The amount of work performed under equipment rental agreements shall not be considered subcontractor work. However, for work to be performed by equipment-rental agreement, the Design/Builder shall notify the Design Criteria Professional in writing of such intention before using the rented equipment and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Design/Builder's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Design Criteria Professional, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.

2. The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the Design/Builder shall be required to carry the operators on Design/Builder's own payroll. When equipment is rented on an operated basis, the Design/Builder, when required by the Contract or requested by the Design Criteria Professional, shall submit payrolls from the lessor with the names of the operators shown thereon.

E. No Work is to be performed at the Work site until the Design/Builder is in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to the Owner and obtained all required permits.

F. Approval of Subcontractor:

1. Prior to entering into any subcontract for Work to be performed on the Project, the Design/Builder shall secure the approval of the Owner regarding the prospective subcontractor's qualifications and employment data. The forms used to provide the required information shall be the same as those included in the RDBS. The Owner will review the submittal from each subcontractor and will furnish written notification to the Design/Builder concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Design/Builder within five (5) business days of the complete submittal of the required information, the Design/Builder may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.

2. In accordance with Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Design/Builder shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except the Design/Builder may perform the Work itself with qualified personnel upon written notice to the Owner in accordance with applicable law and approval by the Owner.

END OF ARTICLE

7. PROSECUTION OF THE WORK

(April 11, 2024)

A. Workmanship and Unauthorized Work

1. Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise indicated in the Contract Documents, the Design/Builder shall be solely responsible design and engineering of the Work in conformance with the DCP and all applicable codes, for means and methods of construction, 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 Field Representative may, in writing, require the Design/Builder to remove from the Work any employee the Design Criteria Professional or Field Representative determines incompetent, careless or otherwise objectionable. Such request shall be at no cost to the Owner.

2. Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the Owner, 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 Owner, 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, after notice in writing to Design/Builder, the Owner 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.

3. 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.

4. No deviation from the approved Shop Drawings/approved plans/specifications/technical specifications shall be permitted without the prior written approval of the Design Criteria Professional and/or Owner, by Work Order or Change Order, which approved deviation(s) shall be documented to the extent required by the Contract Documents.

5. 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 and the latest schedule or schedule update approved by the Owner. 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.

6. All proposed equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work, producing a satisfactory 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.

7. When the Contract Documents expressly specify the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized in writing by the Design Criteria Professional by Work Order or Change Order. When the Contract Documents expressly specify the prohibition of certain methods and equipment, such methods and equipment shall not be used unless other methods 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 Documents, Design/Builder may request permission from the Design Criteria Professional 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 Design Criteria Professional 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 Design Criteria Professional may direct at no additional cost to the Owner. 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.

8. The Design/Builder shall give constant attention to the Work to facilitate the progress thereof such that the Work will be completed during the Contract Time, and Design/Builder shall cooperate with the Design Criteria Professional and its Field Representatives and with other contractors/design-builders in every way possible.

9. The Design/Builder warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified in the Contract Documents, 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 Design Criteria Professional, the Design/Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

10. Design/Builders working in the Public Rights-of-Way shall be cognizant of and comply with Miami-Dade County Code of Ordinances Section 2-103.1 relating to restoration after construction of utilities or works in the public right of way; and Miami-Dade County Code of Ordinances Sections 21-221 through 228 relating to excavation and protection of underground utilities and requiring various Design/Builder activities. The Design/Builder shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Design/Builder. To this end the Design/Builder shall conduct its construction activities in a manner that will minimize these detrimental effects.

11. The Design/Builder shall at all times ensure that the Work Site is maintained in a clean and orderly fashion. As soon as the Work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Design/Builder shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the Work, and the Design/Builder shall leave the site and vicinity unobstructed and in a neat and presentable condition. In the event of delay exceeding three (3) days after written notice is given to the Design/Builder by the Field Representative to remove such rubbish or materials, or to restore displaced or damaged property, the Owner may employ such labor and equipment as it may deem necessary for the purpose, and the cost of such Work, together with the cost of supervision, shall be charged to the Design/Builder and shall be deducted from any money due the Design/Builder on the monthly or final estimate. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

12. The Design Criteria Professional shall provide the Design/Builder horizontal and vertical controls which shall be utilized as specified in the Contract Documents to layout the Work. The Florida Registered Land Surveyor hired by the Design/Builder shall verify all controls provided by the Design Criteria Professional and it shall be the responsibility of the Design/Builder to preserve same.

    a. The Design/Builder shall retain the services of a Florida Registered Land Surveyor who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the Work as well as the recording of all as-built dimensions and

elevations. The Design/Builder shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given and shall be responsible for their preservation. Should any of the horizontal and vertical control points provided by the Design Criteria Professional be destroyed or disturbed by the Design-Builder, they shall be reset by the Design/Builder's Florida Registered Land Surveyor, at the Design/Builder's expense. All control points previously provided by the Design Criteria Professional shall be verified by the Design/Builder's Florida Registered Land Surveyor.

b. No direct payment shall be made for the cost to the Design/Builder of any of the Work occasioned by a delay in giving lines and grades, or making other necessary measurements, or by inspection.

13. Chapter 446 of the Florida Statutes, as amended, which is by reference incorporated herein, provides labor standards for ratios of apprentices or trainees to journeymen on State, County or municipal contracts. It shall be the responsibility of the Design/Builder, prior to the opening of bids, to inform themselves of the provisions of Chapter 446, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and Design/Builder shall abide by these provisions at no cost to the County. The Design/Builder is advised to direct all inquiries concerning Chapter 446, Florida Statutes, as amended, to the Florida State Apprenticeship Advisory Council.

B. Material

1. Unless otherwise indicated in the Contract Documents, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Design/Builder may, at its option and, subject to the approval of the Design Criteria Professional, 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. Proposed alternative design, 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. The Design Criteria Professional may consider the Department's current maintenance history, requirement for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.

2. Design/Builder shall design, engineer, and construct the Project such that it may obtain a minimum of LEED Silver Certification, if applicable. LEED Silver Certification means formal certification of the Project as meeting the requirements for the Leadership in Energy and Environmental Design Green Building Rating System for New Construction, developed and maintained by the U.S. Green Building Council ("LEED') "Silver" rating for new construction under the LEED-NC Rating System. The Design/Builder shall obtain a minimum of Silver for the Envision Rating System or higher, if indicated elsewhere in the Contract Documents, for any applicable Work required by the Contract Documents. The Design/Builder shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Code and Implementing Order 8-8.

   For civil infrastructure projects, the Design/Builder shall design, engineer, and construct the project such that it may obtain a minimum of Envision Silver Certification or higher as indicated elsewhere in the Contract Documents, if applicable.

3. 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 and will not impact Project costs or schedule.

4. 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.

5. The burden and cost of proving the quality, suitability and cost of an alternative shall be borne by the Design/Builder. All information required by the Design Criteria Professional in judging an alternative shall be supplied by the Design/Builder at the Design/Builder's expense in a timely fashion. If there will be costs associated with judging an alternative, the Owner and/or Design Criteria Professional will provide the projected costs to the Design/Builder for evaluation and the Design/Builder shall advise as to whether the Owner and Design Criteria Professional should proceed to have the proposed alternative evaluated. If the Design/Builder confirms that the Owner and Design Criterial Professional should proceed with the evaluation, then the Design Criteria Professional's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Design/Builder to the Owner.

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

   a. 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.

   b. 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.

   c. The Design Criteria Professional will examine and review the proposed alternative with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt of an acceptable submittal at the Design Criteria Professional's office, to the response back to the Design/Builder noting with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Design Criteria Professional, the Design/Builder shall resubmit such Shop Drawings, descriptive data and samples as may be required. Time spent reviewing proposed alternative(s) by the Design Criteria Professional or the Owner shall not be grounds for a time extension by the Design/Builder.

   d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL) or National Electrical Manufacturer's Association (NEMA) 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/Builder's expense.

e. 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 Owner.

7. 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 Owner.

   a. Notwithstanding prior inspection and approval by the Design Criteria Professional, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.

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

8. 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 Owner 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.

9. 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.

10. The Owner will have no responsibility to the Design/Builder concerning local material sources.

    a. 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 Owner expressly agrees in writing to assume.

11. Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Design/Builder shall make its own arrangements for properly disposing of waste and excess materials outside the Work Site and it shall pay all costs, therefore. Design/Builder shall comply with all local, State and Federal requirements when disposing of waste and excess materials.

    a. 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 Design Criteria Professional said permit, or a certified copy thereof, together with a written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

12. 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 Owner to the Design/Builder for materials delivered to the site of the Work, or stored subject to or under the control of the Owner, 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 Owner.

C. Methods of Sampling and Testing

1. Sampling and testing of all materials shall be as set forth in the Contract Documents. Quality control testing and all other testing will 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 Design/Builder by an independent a testing laboratory hired by the

Design/Builder and approved by the Owner. The Owner shall have the option but not the obligation to retain an independent testing laboratory for quality assurance purposes.

2. The Field 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 Field Representative conduct plant inspections, the following shall exist:

   a. The Field Representative shall have the cooperation and assistance of the Design/Builder and the producer with whom it has contracted for materials.

   b. The Field 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.

   c. If required by the Field 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.

3. It is understood and agreed that the Owner 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 Field 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.

4. All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Design/Builder's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Design/Builder.

D. Meetings

1. 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 Subcontractors and subconsultants shall be required to attend this meeting. The Design/Builder will be advised of the time, date and location of the meeting.

2. The Design/Builder shall attend weekly design and construction coordination meetings at a time and place to be designated by the Design Criteria Professional. These meetings are intended to determine design and job progress, identify problems, assist in solving and preventing problems, and promote coordination with all entities involved in the Contract and with other contractors or design-builders. The Design/Builder shall cause Subcontractors and subconsultants and suppliers to attend as it deems advisable, or as requested by the Design Criteria Professional. Unless otherwise provided for in these Contract Documents, the CIS or the Design Criteria Professional shall be responsible for generating and distributing meeting minutes for all such meetings.

E. Permits and Compliance with Laws

1. 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. No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner, or its agents are required to the Contract Drawings due to changes in codes, regulations and applicable contract standards during the Contract term.

2. The Owner will not pay or reimburse the Design/Builder for any penalties relating to its permits or fees as a result of the Design/Builder's failure to timely obtain all permits, permit request resubmittals, inspections, and approvals.

3. The Design/Builder shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.

4. Dewatering of excavations shall be performed in accordance with MDAD Civil Engineering Guidelines, the applicable provisions of the dewatering permits of the County's Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA) and 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.

5. 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.

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

7. The Design/Builder shall be subject to and comply with all the provisions of Miami-Dade County Code of Ordinances 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 of Ordinances, which provides for the debarment of County Design/Builders.

F. Change in Law: In the event that, as a result of a change in law, the Project can no longer be designed or built consistent with the RDBS or the approved design, or if a change in law requires a change in manpower, or limits the physical access to the Work, or otherwise mandates a change in the means and methods of the Design/Builder, the Design/Builder may submit a Claim as a result of such change, if such change otherwise constitutes Extra Work or impacts the Critical Path of the Project.

G. Coordination and Access

1. Other Contracts: The Owner may undertake or award other contracts for additional work, and the Design/Builder shall fully cooperate and coordinate with other Contractors, Design/Builders and the Owner and carefully schedule and fit its 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, design-builder or by the Owner. The Design/Builder shall be responsible for obtaining all necessary scheduling details from other contractors or design-builders and these requests must be provided, in writing, to the Owner. The Design Criteria Professional shall have the authority to resolve conflicts related to coordination between the Design/Builder and other contractors or design-builders.

2. In the event of interference between the Work of the Design/Builder and other contractors or design-builders working concurrently at the Site, the Field Representative will instruct the Design/Builder as to which work has priority in performance and such instructions shall be binding upon the Design/Builder.

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

4. Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the Contract Documents. Should the Design/Builder find it necessary to use any additional land for the construction operations or for other purposes during the construction of the Work, Design/Builder shall provide for the use of such lands at its own expense.

5. Rights-of-way for Work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Design/Builder exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Field Representative will decide which contractor or design-builder shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Field Representative may grant to the contractor or design-builder so desiring such privilege of access to the territory as the Field Representative shall deem to be appropriate, and no such decision shall be made the basis of any claim for delay or damages, except as provided in Article 8 herein.

H. Rights in Land and Improvements

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 Owner 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.

I. Interference With Existing Utilities

1. Attention of the Design/Builder is specifically directed to the need for careful control of all aspects of its 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.

2. 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 DCP, survey and search the site for utility locations (underground and otherwise), 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 are shown on the DCP 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 determined by the Design/Builder 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 Field Representative and maintain above ground physical identification during the Work.

3. 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 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 by others resulting from the damage.

4. The Design/Builder is hereby informed that there are installed on the Airport, and within the site, FAA NAVAIDS equipment, including without limitations, FAA NAVAIDS such as ASR, IHF, and VHF receivers and transmitters, U.S. Weather Bureau Facilities, and electronic cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables are vital to the operation of the Airport and must be fully protected during the entire Project. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions, and for any other reason determined by the Field Representative. Any instructions to the Design/Builder to clear any given area, at any time, given by the Field Representative or by any authority designated by the Field Representative such as the Federal Aviation Administration by any means including radio, shall be immediately executed. Construction work will resume in the cleared area only when such instructions are issued by the Field Representative.

5. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, or other facilities will be protected from any possible damage from the elements or due to any crossing of these facilities by equipment.

6. The Design/Builder is hereby notified that it shall be required to immediately repair, at its own expense, with identical material by skilled workers, any underground cables serving FAA NAVAIDS, Weather Bureau and other existing FAA facilities which are damaged by its workers, equipment or work, and that prior approval of the FAA must be obtained for materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Design/Builder proposes to make to any FAA NAVAIDS and facilities damaged by the Design/Builder.

7. Damaged FAA cables (controls, NAVAIDS and NOAA) shall be repaired in accordance with the requirements of FAA-SO-STD-71 Specifications "Installation and Splicing of Underground Cables". Prior approval of the Field Representative must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Design/Builder proposes to make to any Airport facilities, cables, or existing utilities damaged by the Design/Builder. The FAA Airways Facilities Sector Field Office (AFSFO) Manager shall have the discretion of determining who shall perform repairs of damaged cables.

8. NAVAIDS shall be removed from service when construction activities occur within any NAVAIDS critical area, when the runways are closed or when the runway threshold is displaced. If a NAVAID must be removed from service for more than eight (8) hours or for any period of time for three (3) consecutive days, a minimum of fifty (50) days advance notice is required for coordinating the extended facility shutdown with the FAA. Facility shutdown coordination shall be initiated by the Design/Builder with the Field Representative; the Owner and the Field Representative will coordinate the facility shutdown with the FAA AFSFO Manager responsible for this facility.

J. Protection of Existing Facilities, Vegetation, Structures, Utilities and Improvements

1. 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 Design/Builder shall replace in kind the vegetation, shrubs and grass damaged by Design/Builder at its own expense.

2. 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 Design Criteria Professional, the Design/Builder fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Design/Builder.

3. 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.

   a. 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, it shall make necessary arrangements with utility owners and reimburse them at Design/Builder's own expense for cost of the Work. The Design/Builder shall keep the Design Criteria Professional advised of temporary relocation arrangements.

   b. 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. Design/Builder shall submit to the Design Criteria Professional said names, addresses and telephone numbers.

4. The Design/Builder shall comply with the latest version of the Florida Building Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.

5. 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 Owner and the Design Criteria Professional in respect thereto, the Design/Builder shall cause a detailed examination of abutting properties to be made before construction is begun. The owner or tenant of each parcel or structure or its 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 Design Criteria Professional 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, Owner and the Design Criteria Professional and one copy will be delivered to the Owner, one to the Design Criteria Professional and one will be retained by the Design/Builder. At such time as the Design Criteria Professional 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 Design Criteria Professional 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 Owner, one to the Design Criteria Professional 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.

6. 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.

K. Damage to the Work and Responsibility for Materials

1. The Design/Builder shall be responsible for materials delivered and Work performed until completion and Final Acceptance of the entire construction thereof, except those materials and Work which may have been accepted under the applicable sections of this Article and shall take all necessary steps to protect the Work, from all causes, except for and excluding Force Majeure events, at its expense.

2. 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 Final Acceptance of the Work and shall bear the expense thereof, except to the extent caused by a Force Majeure event. 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.

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

4. The Design/Builder's responsibility under this Contract for protecting Design/Builder-furnished materials shall be the same for Owner-furnished material, upon receipt of said material from the Owner.

5. Relief from Maintenance and Responsibility: The Design/Builder may request, in writing, from the Owner, that the Owner 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 Documents. Such action by the Owner will relieve the Design/Builder of responsibility for injury or damage to said completed portions of the Work resulting from use by the Owner 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:

   a. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.

   b. This Paragraph 5 does not relieve the Design/Builder of responsibility for repairing or replacing defective Work or materials in accordance with the Contract Documents.

6. If it is specifically stated in the Contract Documents that the Department will furnish materials or equipment to the Design/Builder for incorporation into the Work for which this Contract pertains, the County shall not be liable for any expenses, losses, damages, claims or demands including but not limited to, all direct costs of Design/Builder such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of Work to be performed, delays, rescheduling,

disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any Force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by Force Majeure, and, if the delay causes the Design/Builder to exceed the Contract Time stipulated for the final completion of the Project, a non-compensable time extension to the Contract Time will be granted. An extension of the Contract Time will be granted equal to the length of the delay.

L. Emergencies

1. In an emergency affecting the safety of life, the Work, or adjacent property, the Design/Builder shall notify the Field Representative and the Design Criteria Professional as early as possible that an emergency exists. In the meantime, without special instruction from the Design Criteria Professional as to the manner of dealing with the emergency, the Design/Builder shall act at its own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Field Representative and the Design Criteria Professional 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. Compensation for emergency work shall be paid as Extra Work, but only if the Design/Builder did not cause or contribute to the emergency by its actions or inactions.

2. For purposes of this Article, an emergency is defined as an act or event that has already occurred, or may imminently occur, 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 Force Majeure.

M. Accident Prevention

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

   a. All persons on the Site or who may be affected by the Work.

   b. 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 during construction.

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

3. Upon notification from the Owner 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.

4. Should a situation of imminent danger be identified, Work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Design Criteria Professional. The Design/Builder will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.

N. Warranty of Work

1. 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 Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner 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 Owner 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 (1) 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 Design/Builder of any obligation under the Contract. Notwithstanding, the correction of latent defects shall not be considered warranty work. Should the Design/Builder fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Design/Builder's contract sum through a pay request, or via written notice to the Design/Builder and/or its Surety (if necessary) if final payment has been made.

2. The Design/Builder, at no additional expense to the Owner, 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 Owner 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 its Surety if final payment has been made.

3. The Design/Builder will be liable for all latent defects in the Work during the periods provided for in Section 95.11(3)(b), Florida Statutes, provided that the Owner 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 Owner for all damages sustained by the Owner 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, the Owner 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 Owner the reasonable cost associated with procurement, implementation and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Design/Builder's refusal to pay the above costs.

4. Subcontractors', manufacturers' and suppliers' extended or special warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein, which extend beyond the one (1) year warranty period set forth above, shall be deemed obtained for the benefit of the Owner and the Design/Builder shall require such extended or special manufacturers' or suppliers' warranties and guaranties, to be assigned in writing, directly to the Owner and Owner shall have no recourse against Design/Builder for the enforcement thereof.

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

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

END OF ARTICLE

8. CONTRACT TIME

(April 11, 2024)

A. Notice to Proceed

The County shall issue Notice to Proceed upon receipt and approval of all bonds and insurance required by the Contract Documents. The time within which all of the Work is to be completed following the issuance of the Notice to Proceed shall be as stipulated in the Contract Documents. The Design/Builder is not authorized to perform Work under the Contract until the effective date set forth in the Notice to Proceed, upon which the Design/Builder shall commence the Work and shall diligently prosecute the Work to completion within the time limits specified. The Contract Time commences on the effective date shown on the Notice to Proceed. Should the Design/Builder not provide the required bonds and insurance within thirty (30) days of the date of execution of the Contract by the County, this Contract may be immediately terminated by the Owner at the Owner's sole discretion. Such termination shall not entitle Design/Builder to payment from Owner for the value of a) Work performed (if any); b) materials ordered or delivered; c) equipment ordered or delivered; or d) overhead or anticipated profits. Notice of such termination must be given in writing to all appropriate persons in the manner provided in Article 11 below. Unless otherwise agreed to in writing by the Owner and the Design/Builder, any Work performed by the Design/Builder (other than obtaining permits) prior to the NTP date, including design Work, shall be at the Design/Builder's own risk and shall not be considered as the basis for any claim resulting from this pre-NTP Work.

B. Schedules

1. The design and construction of this Project will be planned and recorded with a conventional Critical Path Method (CPM) Format using Primavera Project Planner software or other software as required by the Owner. Division 1 of the DCP may contain further specific requirements for the form, content and date of submission of the baseline schedule(s) and all schedule updates.

2. The DESIGN/BUILDER will develop the following schedules as required by the Contract Documents: a Proposal Schedule covering the entire Work in barchart format submitted with the Proposal, a Mobilization and Engineering Schedule submitted at NTP covering the first 120 days of the Project in detail and in summary fashion for the rest of the Project, and a Baseline Schedule - Final submitted 90 days after NTP covering the entire Project in detail. All schedules shall be submitted to the Owner for approval. Once approved, these schedules and the schedule updates will be used to plan the Work, monitor progress and justify all time-related claims in accordance with the Contract Documents.

3. The Design/Builder shall prosecute the Work in accordance with the approved Project Schedule or most recently approved revision to a Project Schedule. In the event that progress along the critical path is delayed, the Design/Builder shall revise its 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 Owner, except as otherwise specified herein. In addition, the Design/Builder shall revise its schedule to reflect these recovery actions and submit it to the Owner 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:

   a. A delay in the start or finish of any activity on the Critical Path of the approved Project Schedule or most recently approved revision to the baseline schedule; or

b. 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 Project Schedule, thereby making the activity critical and late; or

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

d. Any combination of the above.

4. Failure of the Design/Builder to comply with the requirements under this provision will be grounds for determination that the Design/Builder is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the Owner 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 other contractual relief, as appropriate.

5. The Design/Builder shall be responsible for scheduling and coordinating the Work of all crafts and trades, subconsultants, Subcontractors, and suppliers, required to perform the Work and to complete the Work within the prescribed Contract Time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Design/Builder or its Subcontractors and subconsultants of any tier, from any cause, shall be the responsibility of the Design/Builder. No reimbursement of these or any other costs can be requested by or granted to the Design/Builder or any of its Subcontractors or subconsultants 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 Owner or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Design/Builder as a result of additional Work added to the Contract Scope of Work.

6. The Schedules shall utilize Primavera Project Planner Software, latest edition, and provide the following:

   a. Be submitted in accordance with the Contract Documents.
   b. Monthly Update Submittals. The Design/Builder shall submit monthly schedule updates of the most recently approved schedule based on the progress of the Work.
   c. Schedule Submittals. The Proposal Schedule shall be in barchart form. The purpose of the Proposal Schedule is for the Design/Builder to demonstrate the Design/Builder's understanding of the Project including the scope, and time requirements. The Proposal Schedule may be considered during the selection process. Notwithstanding the foregoing, the Owner reserves the right to make review comments and require changes to the Design/Builder's required schedule submittals. The Mobilization and Engineering Schedule and the Baseline Schedule - Final schedule submittals shall be in the form of a time scaled precedence diagram and associated computer analysis and shall consist of detailed activities and their restraining relationships as required to complete the Project from Notice to Proceed through completion of the Work and shall indicate the following:

      1. Beginning and end date duration in workdays for each activity.
      2. Detailed Activity Descriptions – with location and detailed descriptions. No duplicate activity descriptions shall be allowed.
      3. Only two open-ended activities (first and last) are allowed.
      4. Beginning and end date and total duration in workdays for each Area or portion thereof.
      5. Significant Milestones

6. Identity of each trade, Subcontractor, and subconsultant for each Work activity.
7. Specific location of each Work activity per the Design Criteria Professionals phasing drawings or alternative location drawings
8. Sequence and interdependence of all activities required for complete performance of all items of Work under the Contract.
9. All network restraints (restraining ties between activities which restrict the start or finish of another activity). The use of negative lags in the restrictions between activities of the Overall Project Schedule is expressly forbidden.
10. Drawing submittals by the Design/Builder and reviews by the Design Criteria Professional.
11. Fabrication and delivery activities for all equipment
12. Dates for ordering, fabrication and delivery of all long lead items (materials, equipment, or specialty shop fabricated work).
13. Notice to tenant(s) prior to start of Work in occupied or used tenant spaces.
14. Calendars to reflect Design/Builder workdays and Contract-defined holidays, suspension days and non-workdays, to blackout days if applicable.
15. Workdays per week, and holidays.
16. The precedence diagram shall show the sequence and interdependence of all activities required for complete performance of all items of Work under this Contract, including design submittals by the Design/Builder and reviews by the Owner and Design Criteria Professional and backcheck of the Construction Documents by the Design/Builder, shop drawing submittals and approvals and fabrication and delivery activities.
17. Long-term construction activities shall be broken down into recognizable smaller activities so that no activity will be longer than 15 workdays.
18. MDAD reserves the right to selectively limit the number of activities in the schedule.
19. The schedule shall be sufficiently detailed to track the progress of each activity and the Project, as a whole, on a daily basis. The schedule shall include detailed commissioning activities. The activities shall be clearly described so that the Work is readily identifiable. The progress of each activity is to be reasonable and based on the amount of labor, materials, and equipment involved. When added together, the dollar value of all activities shall equal the Contract amount less the Allowance Account(s).
20. The schedules shall be cost-loaded with the dollar amount assigned to each activity equal to the cost to implement the activity. Activities shall be coded to correspond to the Schedule of Value items. The total of all activities coded with each Schedule of Value item must equal the total of each Schedule of Value item. For example, the total of all activities coded as "concrete" must equal the total for concrete in the Schedule of Values. The total cost of all activities in the Baseline Schedule – Final (for the entire project) shall equal the total Contract amount.

7. As part of the monthly updating process, the Design/Builder shall prepare a design/construction progress report describing the progress during the report period, plans for the forthcoming report period, actions to correct any negative float predictions, and potential delays and problems and their estimated impact on performance and the overall Project completion date.
    a. Clearly describe all approved revisions to the accepted overall project schedule for that period including a detailed description of all activity resequencing, additions, deletions, and revisions and reasons for same.
    b. Report actual progress by updating the mathematical analysis for the approved Project Schedule.

c. Show tasks/activities, or portions of activities completed during the reporting period, and their actual value.
d. State the percentage of Work actually completed as of the report date, and the progress along the critical path in terms of days ahead of or days behind the allowable dates.
e. Report progress along other paths with negative float if the Work is behind schedule.
f. Include a narrative report that shows, but is not necessarily limited to:
g. Description of the problem areas, current and anticipated.
h. List of delaying factors and their impact.
i. Explanation of corrective actions taken or proposed.
j. Describe plans/actions for the next report period.

C. Extensions of Time and Classification of Types of Delays

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

   a. 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 subconsultants 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 Owner may be allowed to assess Liquidated Damages in accordance with the Contract Documents.

   b. Excusable, noncompensable Delays are those Delays to the Critical Path beyond the Design/Builder's control and without the active interference of the Owner, such as extreme weather, Force Majeure, strikes and Delays caused by third parties (i.e., not caused by the Design/Builder or the Owner). The Design/Builder is granted a time extension but no additional compensation for the extended time of performance for excusable Delays.

   c. Compensable Delays are excusable Delays to the Critical Path caused by active interference or participation of the Owner or Owner's consultant. Examples of compensable delays are failure of the Owner to provide right of- way, introducing late design changes, late review of submittals by the Owner or its Design Criteria Professional and Extra Work. In the case of a compensable Delay, the compensation for the extended period of performance may cover Liquidated Indirect Costs as specified in the Contract Documents. Where a Delay is caused by Extra Work, the Direct Costs of the Extra Work shall be paid for in accordance with Article 9 PROGRESS PAYMENTS.

   d. Concurrent Delays involve two or more delays, at least one of which is not a compensable Delay to the Critical Path occurring at the same time, either of which had it occurred alone, would have affected the end date of the Project. In that event, the Design/Builder's sole remedy is a time extension and relief of Liquidated Damages with no compensation for extended costs for the concurrency delay period.

e. 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:

1) EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the Design/Builder is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delay).

2) NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the Design/Builder is entitled to a time extension only. For example, if the Owner introduces a design change for a beam but the Design/Builder has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (Owner introducing design change).

3) 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 Owner does not provide the necessary right-of-way to begin construction (compensable delay), but the Design/Builder's forces are on strike (excusable delay).

2. Time Extensions: The Design/Builder may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the Delay in completion of the Work, arising from Force Majeure provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Design/Builder, and provided further that the Design/Builder has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Design Criteria Professional immediate verbal notification, with written confirmation within 48 hours of start, of the cause or causes of delay. Within fifteen (15) calendar days after the end of the delay, the Design/Builder shall furnish the Design Criteria Professional 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, irrespective of entitlement. The Owner 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.

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

b. An extension of time will not be granted for a Delay to the Critical Path caused by a shortage of materials, except Owner-furnished materials, unless the

Design/Builder furnishes to the Design Criteria Professional documentary proof that it has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Design/Builder shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a Delay in final completion of the Work which could not be mitigated by revising the sequence of its operations or other recovery means. 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 Design Criteria Professional 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.

3. Delays Caused by the Owner: If the Design/Builder's performance of the Work along the Critical Path is delayed by any condition or action directly caused by the Owner or DCPR, 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 Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where the Owner causes a delay which is responsible for extending 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 Owner is concurrent, that is, if it occurs at the same time as a Design/Builder-caused Delay, the Owner-caused Delay shall be considered an excusable Delay for the portion of the Owner-caused Delay which is concurrent with the Design/Builder-caused Delay.

4. Delays Beyond Design/Builder's Control Not Caused by the Owner: 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 Owner, 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 seven (7) calendar days of the termination of any such delay, Design/Builder shall file a written notice with the Design Criteria Professional specifying the actual duration of the Delay. If the Owner 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 Owner 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 Owner 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.

5. In addition to the Delays in the Work specified in this section, Delays in the Work directly caused by an act or omission by a lessee of the Owner or an owner of an adjoining property will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, lessee, 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:

a. The Design/Builder has, in accordance with this Article, given to the Design Criteria Professional immediate verbal justification, with written confirmation within 48 hours of the Delay; and

b. The Design/Builder establishes, to the satisfaction of the Design Criteria Professional, that:

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

2. The Design/Builder has taken reasonable precautions and has made substantial effort to minimize the Delay.

Notwithstanding the foregoing, if a Delay to the Critical Path in the Work is directly caused by an act or omission of a lessee of the Owner or owner of an adjoining property, the Design/Builder shall be entitled, after the first seven (7) calendar days of Delay, to a Compensable Delay commencing on day eight (8).

6. Only the actual Delay necessarily resulting from the causes specified in the Contract Documents 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 the Contract Documents, 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.

7. 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 the Contract Documents, 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, it shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Design/Builder that the Owner 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 cause specified in the Contract Documents.

8. 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 Owner of any rights under this Contract.

9. A Change Order will be furnished to the Design/Builder within a reasonable period of time, after approval by the BCC, of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, only the BCC shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents. The BCC shall not be bound by the recommendations of County staff with respect to Change Orders and may accept, reject, or modify Change Orders in its sole discretion. After each extension of time granted by the Owner, the Design/Builder shall submit a revision to the applicable Project Schedule incorporating the approved time extension for the review and approval of the Owner.

10. For the proper format to be used in submitting requests or claims for time extensions, refer to Section 11 of the Contract Documents.

D. Substantial Completion, Final Completion, and Final Acceptance

1. The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved by the Owner:

   a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Design/Builder must furnish the Owner with a "Temporary Certificate of Occupancy" or a "Certificate of Completion," as applicable, from the permitting agency unless circumstances arise outside the Contract scope that prohibits such certificates from being issued (i.e., utility connections).

   b. All operational systems which may include but not be limited to electrical systems, BMS, CCTV, Communications network, FIDS, BIDS, security systems, irrigation systems and fire systems, baggage handling system, vertical and horizontal circulation systems (such as but not limited to elevators and escalators) must be completed in accordance with the Contract Documents, tested and approved.

   c. All plumbing, heating, ventilation, smoke evacuation system, and air conditioning systems must be completed, tested and approved. Whenever the Scope of Work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.

   d. The punch list may not be so extensive as determined by the Owner or of a nature that the Design/Builder's completion will significantly interfere with the Owner's beneficial use of the facility for its intended purpose.

2. 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 Field Representative and the Design Criteria Professional a request for Substantial Completion inspection. The Design/Builder, the Field Representative, the Design Criteria Professional, subconsultants, and the Owner 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 Field Representative and/or the Design Criteria Professional and the Owner 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 120 days from the date of issuance of the Certificate of Substantial Completion.

3. 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 one hundred twenty (120) days, a Certificate of Substantial Completion shall not be issued (unless the Owner and the Design/Builder agree that the Work is sufficiently complete in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended, under which conditions the Owner shall certify that the Project has achieved Substantial Completion). If a Certificate of Substantial Completion is not 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 Owner for any inspections beyond a second inspection will be charged back to the Design/Builder.

4. 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 Owner has, as its sole discretion, the right to, after 10 calendar day-notice to the Design/Builder, have the Work performed by others and back charge the Design/Builder for all Direct and Indirect Costs related to performing this Work. In the event that the Owner

chooses to have the Work completed by others, there shall not be any further non-excusable delays charged to the Design/Builder beyond the 10 days following notice to the Design/Builder. However, the Design/Builder shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any back charges, after which, any surplus retainage will be released to the Design/Builder once all the Work is completed. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Design/Builder for the balance and the Design/Builder shall promptly remit to the Owner an amount equal to the billing.

5. Final Completion: When the Owner or Design Criteria Professional considers all Work, including the Work indicated on the Punch List, to be complete, the Design/Builder shall submit written certification that:

   a. Work has been inspected for the compliance with the Contract Documents.

   b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.

   c. Work is completed and ready for final inspection.

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

7. 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 Design Criteria Professional will notify the Design/Builder in writing of Final Acceptance as of the date of this final inspection.

8. Prior to Final Acceptance, the Design/Builder shall deliver to the Field Representative complete Project Record drawings, 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.

9. Upon notification of Final Acceptance to the Design/Builder, the Design Criteria Professional 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.

10. The Design/Builder, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty, except for and excluding any consequential damages arising therefrom.

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

E. Use and Possession

The Owner 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 Owner 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 portion of the Work occupied by the Owner, other than that resulting from the Design/Builder's fault or negligence or breach of warranty. If such prior possession or use by the Owner 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.

F. Liquidated Damages and Liquidated Indirect Costs

1. The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Design/Builder recognize and agree that the precise amount of actual damages 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 on a daily basis for each Day that individual milestones, both interim and cumulative as specified in the Contract Documents, 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 Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated in the Contract Summary.

2. The Owner 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, including, without limitation, for Extra Work that drives Critical Path Delay. These Liquidated Indirect Costs shall be paid to the Design/Builder in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs, and for Extra Work that delays the completion of the Work. If there are Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued, the Direct Cost of the Extra Work will be included in the same Change Order, except where a reservation for Delay Claims is preserved on the face of the executed change order, in accordance to the terms of these general conditions.

3. The amount of Liquidated Indirect Costs recoverable shall be Forty-One Thousand Two Hundred Sixty-Five and 00/100 Dollars ($41,265.00) per day for each day the Contract is delayed through Substantial Completion due to compensable excusable delay.

4. 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 Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Design/Builder. The Owner reserves the right to retain these amounts from monies due the Design/Builder.

5. Nothing in this article shall be construed as limiting the right of the Owner 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.

6. Consequential Damages: This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this

Agreement shall be liable to any other Party or Parties to this Agreement for any special, or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.

END OF ARTICLE

9. PROGRESS PAYMENTS

(April 11, 2024)

A. Payments

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

2. The Owner will make progress payments monthly as the Work proceeds. The Design/Builder shall, within 15 days after Notice-to-Proceed, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each Lump Sum Bid Item in the Proposal form in such detail as the Design Criteria Professional 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. The Schedule of Values shall clearly indicate the amount to be paid to the Design/Builder for each category of the Work performed by the Design/Builder's Subcontractors and Subconsultants. Unit price bid items shall be paid for in accordance with the Proposal Form.

3. No partial payment will be processed without a current approved Project Schedule (covering an interim period or the entire Work as indicated in the Contract Documents), approved schedule updates to these Project Schedules and an approved Schedule of Values all in accordance with the Contract Documents.

4. In making such progress payments, five percent (5%) of the estimated amount of construction related activities as determined by the Design Criteria Professional shall be retained from each progress payment made to the Design/Builder until completion of the Work has been established. Retainage shall be administered as per Chapter 255 of the Florida Statutes.

5. Material and work covered by progress payments shall become the sole property of the Owner. 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 Owner to require the fulfillment of the terms of the Contract.

6. 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.

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

   b. The Design/Builder's attention is further directed to Miami Dade County Code Section 2-8.1.4, Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2, providing for prompt payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Design/Builder to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business Subcontractors. Failure of the Design/Builder to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

7. No progress payments will knowingly be made for Work not in accordance with this Contract, but payment of a requisition shall not constitute acceptance of non-conforming Work or otherwise constitute a waiver of any of the Owner's rights under the Contract.

8. Applications for progress payments shall be in the format as prescribed by the Owner. 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. 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 Owner, be subject to the Owner'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 an 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 Owner, State and the Government and their authorized representatives, all records subject to audit review.

9. The Design Criteria Professional shall review the Design/Builder's Project Record Documents with each application for payment and shall certify that Project Record Documents are being properly maintained by the Design/Builder. The Design/Builder shall submit approved updated project schedules with each application for payment. Progress payments will not be made by the Owner until the corresponding schedule update has been submitted by the Design/Builder. and approved by the Owner. The schedule update shall not be acceptable to the Owner if it is submitted more than 10 days after the data date (the date that the schedule has been updated up to) of the schedule update.

10. The Owner, 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 Field 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 Owner. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:

    a. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the Design Criteria Professional. 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 Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Design/Builder, at its own expense, to contest the validity of any such tax levied against the Owner and in the event of any judgment or decree of a court against the Owner, the Design/Builder agrees to pay same.

    b. The Design/Builder has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

    c. The Design/Builder has furnished the Field 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 Owner. The Design Criteria Professional may

allow only such portion of the amount represented by these bills as, in the DCPR's opinion, is consistent with the reasonable cost of such materials.

d. The Design/Builder has furnished the Owner 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 Owner's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the Owner. The Design/Builder at its own expense shall mark such material as the property of the Owner and shall take such other steps, if any, the Owner may require or regard as necessary to vest title in the Owner to such material.

e. The Design/Builder has furnished the Owner 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 Owner.

f. It is understood and agreed that the transfer of title and the Owner'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 Owner'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.

g. 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 70 percent of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.

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

i. 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.

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

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

a. The General Requirements Lump Sum amount, excluding costs for bonds and insurance, shall be paid in equal monthly installments for the duration of the Contract Time.

b. The amount of the Design/Builder's Bond and Insurance costs as set forth in the approved Schedule of Values shall be invoiced in full by the Design/Builder in the first payment application following the delivery of the bond and evidence of insurance to the Owner, and the Owner shall pay the total amount of the Bond and Insurance costs to the Design/Builder as part of the monthly payment of such payment application.

c. The Owner reserves the right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 13 below.

12. If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Design/Builder has not paid for, the Owner will have the right to retain from payments otherwise due the Design/Builder, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.

13. 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:

    a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount,

    b. Reasonable indication that the Work will not be completed within the Contract Time,

    c. Damage to another design/builder or contractor,

    d. Unsatisfactory prosecution of the Work by the Design/Builder or otherwise failure to comply with the Contract Documents,

    e. Failure of the Design/Builder, or its Subcontractors, to pay wage rates, when applicable as required by the Contract,

    f. In the event the Surety on the Performance and Payment Bonds 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.

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

14. The Design/Builder shall submit with each monthly invoice, or as otherwise directed by the County, certified payroll forms for all the Design/Builder's employees on the job, as well as for all Subcontractors regardless of tier in accordance with applicable Responsible Wages and Benefits in accordance with Miami-Dade County Code Section 2-11.16). Failure to provide this information will cause the Field Representative, and/or Design Criteria Professional to return the invoice to the Design/Builder until such time as the Design/Builder properly submits the required information.

15. Failure to comply with the insurance requirements listed in the Contract Documents may result in the Owner's withholding or delaying payment to the Design/Builder.

16. In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Design/Builder to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by the County to the Design/Builder under this Contract. Such retained amount shall be applied to the amount owed by the Design/Builder to the County. The Design/Builder shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Design/Builder for the applicable payment due herein.

B. Taxes

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

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

3. The Owner, 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 Owner is exempt.

C. Payments to Subcontractors, Subconsultants and Suppliers

1. The Design/Builder shall pay all Subcontractors and Subconsultants for and on account of Work performed by such Subcontractors and Subconsultants in accordance with the terms of their respective subcontracts and in accordance with Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.

2. Before the Design/Builder can receive any payment, except the first payment, for monies due Design/Builder as a result of a percentage of the Work completed, it must provide the Design Criteria Professional with duly executed release of claim from all construction Subcontractors and suppliers who have performed any Work or supplied any material on the Project as of the date, stating that said Subcontractor 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 Owner'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 Subcontractor and the amounts for which the Statement of Satisfaction cannot be furnished. For Subconsultants, the Design/Builder shall provide the Owner evidence that the Subconsultant has been paid in a format acceptable to the Owner.

3. The Design/Builder's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. All Subcontractors shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with the Contract Documents. Failure to provide this information will cause the Design Criteria Professional to return the invoice to the Design/Builder until such time as the Design/Builder properly submits the information.

D. Contract Prices - Bid Form

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

E. Final Payment

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

A. Prior to Final Acceptance of the Work, the Design/Builder shall prepare and submit a proposed final application for payment to the Design Criteria Professional showing the proposed total amount due the Design/Builder, segregated as to Bid Item quantities, Force Account Work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Design/Builder intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under the Contract Documents.

B. The Owner 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 Design Criteria Professional together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.

C. 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 Design Criteria Professional and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 2 below, will pay the entire sum found due on the approved final application for payment.

D. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 2 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.

E. 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 Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.

F. Final payment will be made within 30 days after approval of the final notice and resolution of Design/Builder's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Design/Builder in connection with any disputed items.

G. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.

H. 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.

2. With the final application for payment, the Design/Builder shall return and submit final conditional releases of lien from Design/Builder, from each Subcontractor and Subconsultant of record and from other Subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this Project. In addition, the Design/Builder shall execute and return to the Owner the closeout documents required in the Contract. Within fifteen (15) days of receipt of final payment from the Owner, the Design/Builder shall submit to the Owner final unconditional releases of lien from the Design/Builder and each of its Subcontractors, Subconsultants and suppliers. These releases from Subcontractors,

Subconsultants and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In the event that all of the above releases cannot be furnished, the Design/Builder may, at the Owner's sole discretion after the Design/Builder demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Design/Builder and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of Subcontractors, Subconsultants and suppliers who refuse to execute final releases.

3. The making of final payment shall constitute a waiver of all claims by the Owner 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 warranties/guarantees required by the Contract Documents.

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

F. Payment for Design Services

Design Services shall be paid to the Design/Builder no more than monthly. These payments shall be based on the percent complete as determined by the Design Criteria Professional of the amount for the services shown on the approved Schedule of Values.

END OF ARTICLE

10. CHANGES

(April 11, 2024)

A. Changes

1. The Owner 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 or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:

   a. In the Contract Documents.

   b. In the method or manner of performance of the Work.

   c. In Owner-furnished facilities, equipment, materials, services, or site or.

   d. Directing acceleration in performance of the Work.

   The Owner may authorize, via the Allowance Account, Extra Work which does not change any provision of the Contract Documents, if the value of such Work is less than the value remaining in the applicable Allowance Account and/or Time Contingency Account.

2. In the event the Owner 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.

3. Changes in the Work may be initiated by the issuance of a Change Notice by the Design Criteria Professional. The Design/Builder shall submit a proposal to the Design Criteria Professional and the Owner for their review, in accordance with the Contract Documents, within fifteen (15) calendar days after receipt of a Change Notice. The Design/Builder shall maintain this proposal, for acceptance by the Owner, for a minimum of sixty (60) calendar days after submittal. The cost or credit to the Owner 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.

4. In the event the Design/Builder fails to provide the full cost and time estimate for the change in the Work or refuses to execute a full accord Change Order, the Owner 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 Owner; 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 its total and final estimated cost and time impact within fifteen (15) days of the conclusion of the impacting event shall constitute a waiver by the Design/Builder to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the dispute's provisions in the Contract Documents. Pending the Owner's final decision, the Design/Builder shall proceed diligently with the performance of the Work under the Contract.

5. Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive and are not subject to mark-ups. 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 Owner or his authorized representative.

6. For Indirect Costs for the Construction (non-A/E) component of for Extra Work or deleted work approved by the Owner, the Design/Builder shall be allowed a percentage mark-up as set forth in Paragraph G.2 on Force Account below. The Indirect Costs for the Architectural/Engineering (A/E) component of Extra Work or deleted work shall be priced and adjusted in accordance with Extra Work paragraph E. 3 below.

7. Increases to the Contract Amount shall be authorized by a Change Order executed by the Design/Builder, the Design/Builder's Surety and the Owner. Decreases to the Contract Amount shall be by Change Order or Work Order as determined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the Scope of the Work. Where the BCC has delegated via Ordinance authority to County staff to execute Change Orders, such Change Orders are subject to ratification by the BCC as described in such Ordinance.

8. Indirect Cost for the construction (non-A/E) component of Change Orders that impact the Contract price shall be paid for as part of the mark-up for Indirect Costs allowed in paragraph G, Force Account, below. For Change Orders paid under an Allowance Account, the percentage mark-up allowed for Indirect Costs under paragraph G, Force Account, will be reduced from 15% to 14% unless the Allowance Account is not included in the original Contract Amount. In that case, the mark-up allowed for Indirect Cost will be 15%.

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

B. Allowance Accounts

1. The Owner may elect to have the Design/Builder perform Extra Work related to the Project or may desire to provide the Design/Builder additional compensation for Work as may be allowed under the Contract Documents. To the extent the applicable Allowance Account contains sufficient funding, payment shall be made from the line item(s) entitled "Allowance Account(s)."

   a. The Allowance Account (Contingency) can be used to reimburse the Design/Builder for 1) valid claims presented pursuant to Article 11, CLAIMS AND DISPUTES, to the extent the value of the claim or dispute is less than the then remaining balance of the Allowance Account or; 2) Extra Work as desired and directed by the Owner.

   b. 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 Owner. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the Owner or Owner's authorized representative.

2. 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.

3. The Work Order for the required Work will be issued by the Owner or Design Criteria Professional upon receipt from the Design/Builder of a satisfactory proposal for performance of the Work, and the acceptance thereof by the Design Criteria Professional and the Owner. If the Design/Builder and the Owner 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 the 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.

4. 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.

5. The unexpended amounts under the Allowance Accounts shall remain with the Owner and the Design/Builder shall have no claim to the same.

C. Deletion or Addition of Work

1. In the event the Owner 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 Owner and Design/Builder as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.

2. Deleted Work - Lump Sum Bid Item(s): The Design/Builder shall credit the Owner for the reasonable value of the deleted Work determined from the approved Schedule of Values, subject to approval by the Design Criteria Professional. If the reasonable value of the deleted Work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Design Criteria Professional, the Design/Builder shall supply all data required by the Design Criteria Professional, 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 Owner. The Design/Builder shall also submit for the Owner's approval a revised Schedule of Values reflecting the Work remaining under the Contract following the deletion.

3. No payment(s) shall be made to the Design/Builder by the Owner for loss of anticipated profit(s) from any deleted work.

4. In the event the Owner 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 Owner and Design/Builder as to the adjustment to the Amount and/or the Time, the dispute shall be handled in accordance with the Contract Documents.

D. Increased or Decreased Quantities (Unit Prices)

1. This section applies to Owner-initiated additions or deletions from the Work and to the unit prices contained within this Contract and controls of 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 Design Criteria Professional's estimated quantity in the Bid Form.

2. If the actual quantity of Bid Item varies from the Design Criteria Professional's quantity estimate by 25 percent 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 percent, the compensation payable to the Design/Builder will be the subject of review by the Design/Builder and the Design Criteria Professional and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the Owner 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 percent or below 75 percent of the original bid quantities.

3. The Design/Builder shall submit to the Design Criteria Professional 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 all the Unit Prices times the original bid quantities of Work reflected in the Bid Form.

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

E. Extra Work

1. 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:

   a. Scope of Work to be added, deleted or modified.

   b. Cost of Work to be added, deleted or modified.

   c. The Contract Time extension, or reduction in the Contract Time in the case of deleted Work, required to perform the Work to be added, deleted or modified.

   d. Full release of claims associated with the Contract through the date of the change order, or, if the Owner and Design/Builder cannot agree on entitlement to a claim, a reservation of the specific claims at issue; such reservation must, to be effective: identify each specific claim reserved, the Scope of the Work, the maximum cost of the Work associated with the claim, and the maximum number of days of Contract Time requested.

   e. Not used.

   The Work Order shall include, at a minimum:

   a. Scope of Work to be added, deleted or modified.

   b. Cost of Work to be added, deleted or modified.

   c. The Contract Time extension required to perform the Work to be added, deleted or modified.

   d. 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.

2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner 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. Indirect Costs for Work ordered, changed or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.

   a. 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 Design Criteria Professional as an unavoidable cost to the Design/Builder, caused by the Owner.

   b. Costs of special equipment or machinery, not already mobilized on the Site, approved by the Design Criteria Professional, 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:

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

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

      3) Greater than 30 days, use the monthly rate.

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

   d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.

e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the Special Equipment and Machinery is in use on the Work plus any required re-mobilization.

f. 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 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.

g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the Work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.

h. For Indirect Costs for the construction (non-A/E) component of Extra Work, the Design/Builder shall be allowed a percentage mark-up as set forth in Paragraph G. 2 below. The Indirect Costs for the Architectural/Engineering (A/E) component of Extra Work shall be priced and adjusted in accordance with Extra Work paragraph E. 3 below.

3. Compensation for the Architectural/Engineering (A/E) component of Extra Work shall be based on Multiple of Direct Salaries as determined in table below. Under this compensation basis, the Design/Builder is compensated for the time of personnel engaged directly in performing the Extra Work. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries.

   a. The fees based on a Multiple of Direct Salaries for the Principal shall be at the FLAT (application of any multiplier will not apply) of **$225.00** per hour. Principal(s) to be paid this rate is/are those listed by name in the Attachment - "Principal of the Architect or Engineer of Record", attached to this Agreement.

   b. The fees based on a Multiple of Direct Salaries for all personnel engaged directly in performing Extra Work shall be a direct labor multiplier of **2.85** times the direct salaries for all personnel. This multiplier shall compensate the Design/Builder for all Indirect Costs related to the A/E (non-construction) component of Extra Work. Unless otherwise changed, as provided for hereinafter, the maximum raw rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Design/Builder elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION	MAXIMUM RAW RATE
Sr. Project Manager/Technical Expert	$85
Project Manager	$80
Assistant Project Manager	$75
Project Architect (Registered)	$75
Senior Architect	$70
Architect	$65
Architectural Design Technician	$50
Interior Designer (Registered)	$65
Interior Designer (Nonregistered)	$50
Professional Engineer / Project Engineer (all disciplines)	$75
Senior Engineer (Non-registered – all disciplines)	$70
Engineer (all disciplines)	$65
Designer/Technician (all disciplines)	$50
CADD Operator/Technician	$45
BIM Manager	$65
BIM Coordinator	$55
BIM Technician	$45
Clerical/Administrative Support	$35
Envision Sustainability Professional (ENV/SP)	$55
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)	$55

The maximum FLAT rate (application of any multiplier will not apply) of compensation for all other personnel including subject matter experts, not listed above, shall not exceed $**250.00** per hour. The Owner reserves the right to adjust the maximum rate.

c. When Extra Work is authorized that includes Architectural/Engineering (A/E) Services, the DESIGN/BUILDER shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel engaged directly in performing the Extra Work. All personnel engaged directly in performing Services under this Agreement shall meet or exceed the Job Classification Descriptions as further defined in the Attachment.

F. Differing Site Conditions

1. The Design/Builder shall immediately, and before such conditions are disturbed, notify the Design Criteria Professional 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.

2. The Design Criteria Professional 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.

3. 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.

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

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

Notwithstanding the preceding, the Design/Builder shall design the Work such that it may be constructed for the Contract price inclusive of all means and methods as may be necessary to accommodate the ite conditions. Design/Builder shall conduct all investigations a prudent engineer would conduct to ascertain the actual conditions on the Site during the design phase such that the design reflects, to the maximum extent possible, the actual Site conditions. If such investigations reveal, during the design phase, that, 1) due to actual Site conditions 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, the Project cannot be completed for the Contract price, the Design/Builder shall immediately inform the Owner of same. Design/Builder shall be liable for all costs associated with site conditions which could or should have been discovered by a reasonable engineer during the design process, or with reasonable investigations of the site.

G. Force Account

1. If the Owner 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 Design Criteria Professional and paid for as specified below.

2. The following percentages will be allowed as mark-ups over Direct Costs for the construction component (non-A/E) of all negotiated adjustments to the Contract Amount or for Work performed on either a negotiated lump sum basis or a Force Account basis. The pricing of the Architectural/Engineering (A/E) component of Extra Work shall be in accordance with Extra Work paragraph E.3 above:

   a. 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 Field Representative, as direct compensation for all Indirect Costs. A 10% mark-up will be added to all negotiated credit amounts for deleted Work not performed to cover Indirect Costs.

   b. Extra Work Performed by a Subcontractor or any lower-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 Indirect Costs. The Design/Builder may add a five percent (5%) mark-up on the Subcontractor's actual Direct Cost as Design/Builder's Indirect Costs. A 10% additional credit 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 other Indirect Costs. If multiple subcontractor tiers are involved in one instance of Extra Work, only one 15% mark-up on Direct Costs is allowed inclusive for all Subcontractors involved in the Extra Work.

3. In the event Extra Work is performed on a Force Account basis, then the Design/Builder and the Subcontractors(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 Design Criteria Professional daily for approval, subject to audit.

   a. Comparison of Record: The Design/Builder, including its Subcontractors(s) of any tier performing the Work, and the Design Criteria Professional 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 Design Criteria Professional or their duly authorized representatives.

   b. Statement: No payment will be made for work performed on a Force Account basis until the Design/Builder has furnished the Design Criteria Professional with duplicate itemized statements of the cost of such Force Account work detailed as follows:

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

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

      3) Quantities of materials, prices, and extensions.

      4) 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 or Subcontractor'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 or Subcontractor.

   c. Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the Design Criteria Professional. The Design Criteria Professional 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 Design Criteria Professional 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 Design Criteria Professional 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 Design Criteria Professional 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). Special equipment or machinery which is approved for use by the Design Criteria Professional 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.

d. Inefficiency in the Prosecution of the Work: If in the Owner's or Design Criteria Professional'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 Owner, the Owner or Design Criteria Professional 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.

H. Design/Builder Proposals - General

The Design/Builder may at any time submit to the Design Criteria Professional for its 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 Owner, 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 Owner receives as a result of the proposal.

I. Value Engineering Change Proposals

1. The Design/Builder may submit to the Design Criteria Professional 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:

   a. Will result in a net reduction in the total Contract Amount.

   b. 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.

   c. Will not require an unacceptable extension of the Contract completion time; and

   d. Will require a change in the Contract Documents and such change is not already under consideration by the Owner.

      1) The Owner 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 Owner on the basis of 50 percent for the Design/Builder and 50 percent for the Owner 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 1) the Design/Builder's costs of developing and implementing the proposal (including any amount attributable to a Subcontractor) and 2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -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 Owner'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.

2) The Owner 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 Owner 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.

3) The Design/Builder shall have the right to withdraw part or all of any proposal it may make under Paragraph J of this Article at any time prior to acceptance by the Owner. Such a withdrawal shall be made in writing to the Design Criteria Professional. 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, it will be liable for the cost incurred by the Owner in reviewing the proposal.

4) The Design/Builder shall specifically identify any proposals under Paragraph I of this Article with the heading "Value Engineering Change Proposal," or the proposal will be considered as made under Paragraph 1 of this Article.

2. The Design/Builder, in connection with each proposal for a Contract Change Notice under this Article, shall furnish the following information:

a. 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.

b. 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).

c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs and time, 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.

d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation.

e. 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

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

3. The Design/Builder waives any and all claims relating to any Delay that may arise out of a Value Engineering Change Proposal.

J. Substitutions

Request for Substitutions

1) No substitution requests will be accepted after the Proposal has been accepted, excepting value engineering change proposals as detailed in Section I. above.

2) Acceptance on another project, by the Owner, of a product other than that specified for this Project does not constitute evidence of its equality with the product specified, nor its suitability for this Project.

3) For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer, together with catalog designation or other identifying information. Except in the event a specified product is discontinued, when Contract Documents specifically disallow substitution, the specified product shall be provided. Alternative material, Article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed ONLY DURING THE PROPOSAL SUBMITTAL PERIOD

4) 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. If the Design/Builder desires to use a method or type of equipment other than specified in the Contract, Design/Builder may request permission ONLY DURING THE PROPOSAL SUBMITTAL PERIOD from the Design Criteria Professional 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 Design Criteria Professional 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 Design Criteria Professional may direct at no additional cost to the Owner. No change will be made to the Contract price(s) nor in Contract Time as a result of authorizing a change in methods or equipment under this Article.

5) During the proposal period, no request for substitution will be considered unless accompanied by complete information and descriptive data necessary to determine the quality of the proposed materials, articles or equipment. Samples shall be provided when requested by the Design Criteria Professional. The burden of proof as to the comparative quality or suitability of the proposed materials, articles or equipment shall be upon the Design/Builder. The Design Criteria Professional's and the Owner's decision in such matters shall be final. In the event that the Design Criteria Professional rejects the use of such substitute materials, Articles or equipment, then one of the particular products designated by brand name shall be provided.

6) If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall be shown in the substitution request and such changes shall be made without additional cost to the Owner.

END OF ARTICLE

11. CLAIMS AND DISPUTES

(April 11, 2024)

A. Notice of Claims

1. The Design/Builder shall not be entitled to additional time, compensation, or other relief for any act or failure to act by the Owner, Design Criteria Professional, the Owner's other contractors; the happening of any Force Majeure or other event or occurrence; or any other cause or circumstances of whatever nature arising out of or relating to the Contract, including the breach thereof, unless the Design/Builder shall have submitted to the Design Criteria Professional, with a copy to the Owner, a written Notice of Claim followed by a written Claim strictly in accordance with this Article.

   The Design/Builder shall provide immediate verbal notification followed by written Notice of the Claim within five (5) calendar days from when Design/Builder knew or should have known with the exercise of reasonable diligence of the basis for the Notice of Claim. The written Notice of Claim shall set forth the factual basis for the Notice of Claim and the Design/Builder's estimate of the probable impact on the cost and/or time of performance caused by the events giving rise to the Notice of Claim. The Notice of Claim shall state in bold type and all caps, NOTICE OF CLAIM on the cover or letter reference line. The Design/Builder's failure to strictly comply with the notice of Claim requirements shall be deemed an unconditional full and final waiver and release of all rights in connection with the Claim, including without limitation, all costs, damages, expenses, time, and legal fees.

2. 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 Design Criteria Professional and Owner within five (5) calendar days of when the Design/Builder knew or should have known with the exercise of reasonable diligence of any potential claim in order that additional costs, time, or other issues arising out of events for which the Notice of Claim was provided may be avoided, mitigated, settled, or otherwise resolved quickly and with no or minimal impact to the Contract Sum and Contract Time. The parties agree that the Owner will be materially prejudiced by the lack of receipt of timely notice without having to provide any proof or quantification thereof.

3. The notice requirements of this Article are in addition to and not in lieu of those required in other Articles of these Contract Documents. However, to the extent of any conflict, inconsistency, or ambiguity with regard to the notice requirements of this Article and the notice requirements in any other Articles of these Contract Documents, the notice requirement imposing a greater duty or obligation upon Design/Builder, and providing for a greater remedy for the Owner, shall take precedence and govern.

4. The Design/Builder must maintain a cost accounting system that complies with generally accepted accounting standards and the Contract Documents as a condition precedent for recovery on any Claim against the Owner. The cost accounting system shall 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. Claims-related costs shall be tracked as they are incurred via separate cost codes and not commingled with any other non-Claims related costs.

5. If the Owner decides, in its sole discretion, to pay or approve additional time for all or part of a Claim for which notice was not timely made, the Owner shall not be deemed to have waived or prejudiced its rights to enforce the notice requirements in connection with any other Claim or the part of a Claim for which the Owner did not elect to pay or approve additional time, all such rights being expressly reserved.

6. Inasmuch as the notice of claim requirements of this Article are intended to enable the Owner 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 Owner. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Design/Builder submits with its claim proof showing that the Owner has not been prejudiced by the Design/Builder's failure to so comply and, in the event the Owner has been prejudiced by the Design/Builder's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Design/Builder to reflect the damage.

B. Claim Submission Requirements

1. Claims filed by the Design/Builder for which a Notice of Claim in accordance with this Article was provided, shall be filed in full accordance with this Article no later than fourteen (14) calendar days from when Design/Builder knew or should have known with the exercise of reasonable diligence of the conclusion of the event or occurrence giving rise to the Claim. The Claim shall be addressed to the Design Criteria Professional, with a copy to the Owner, and shall state **CLAIM** in bold type and all caps on the cover page. The Claim shall include, without limitation, the detailed factual and contractual basis for the Claim, all documents supporting any additional costs, time, or other relief sought, and all other documents required in other paragraphs of this Article. In the case of continuing or on-going events upon which a Claim is based, the Design/Builder shall be allowed to periodically amend its Claim to more accurately reflect the impact of said Claim. Except as provided in this Article, no Claims for additional compensation, time, or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is submitted in strict in accordance with this Article. Failure to present and process any Claim in accordance with this Article shall be conclusively deemed a waiver, abandonment, and/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 and the avoidance or mitigation of prejudice to the Owner. The parties agree that the Owner will be materially prejudiced by the lack of receipt of a timely Claim without having to provide any proof or quantification thereof. The Design/Builder shall not present to the Owner any claims brought by any Subcontractor, Subconsultant, or materialman unless the Design/Builder certifies in writing, within the Claim submission that the Design/Builder has independently analyzed such claim and has concluded that the claim is meritorious and valid pursuant to the Contract Documents and that all issues of entitlement and amount are fully supported by contemporaneous project records. The Design/Builder shall not present to the Owner any claim from a Subconsultant, Subcontractor of any tier, or materialmen if the Design/Builder has concluded is not meritorious or valid pursuant to the Contract Documents.

2. The Owner, the Design Criteria Professional, and others as designated by the Owner will review and evaluate the Design/Builder's Claim. The Design/Builder shall furnish, when requested by the Owner, the Design Criteria Professional, and others as designated by the Owner, such further information and details as may be required by any of them to review and evaluate the Claim. The costs and expenses, including but not limited to legal fees and expenses, incurred by the Design/Builder for Claim preparation, Change Order negotiations related to the Claim, shall not be reimbursable under this Contract or otherwise.

3. The cost of any Work performed by the Design/Builder prior to receipt of a written Notice-to-Proceed (NTP) from the Owner shall not be the basis for a Claim of any kind from the Design/Builder nor otherwise recoverable by Design/Builder against Owner, all such costs being expressly and unconditionally waived by the Design/Builder.

4. The Design/Builder's Claim shall segregate all costs associated with each individual cost component including but not limited to labor, equipment, material, Subcontractor, Subconsultant and supplier costs, and all other costs related to the Claim. If the Design/Builder

has multiple Claims, the Design/Builder shall segregate each Claim individually including the respective costs and other documents associated with each Claim. Failure to segregate Claims and their respective costs and other documents shall be sufficient and enforceable grounds for the Owner's rejection of the Claim. "Total Cost" Claims and "Modified Total Cost" Claims shall not be allowed, and the Design/Builder expressly waives the right to seek recovery on any Claim by either of these methods.

5. 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:

    a. The claim is made in good faith.

    b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief.

    c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Owner; and

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

6. In order to substantiate time-related Claims, the Design/Builder shall submit in electronic format, the following information:

    a. Copy of Design/Builder's Notice of Claim in accordance with this Article. Failure to include the Notice of Claim is sufficient grounds to deny the Claim.

    b. The approved, as-planned Baseline Schedule - Final (or other approved interim schedule as required by the Contract Documents) in accordance with the applicable section of the Contract Documents its original, native, unlocked, electronic format, and all periodic schedule updates thereto through the date of submission of the Claim, if the Claim is related to the Contract Time.

    c. The as-built Schedule reflecting changes to the approved Baseline Schedule – Final up to the time of the impact in question in its original, native, unlocked electronic format, if the Claim is related to the Contract Time. A detailed Time Impact Analysis (TIA) for each claimed delay.

    d. The basis for the duration of the start and finish dates of each impact activity in the TIA 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.

    e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned Baseline Schedule – Final and as-built schedule and establishing the required cause and effect relationships.

    f. 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 change in duration identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.

    g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for excusable, compensable, delays or Indirect Cost mark-up on Direct Cost of changes as allowed by the Contract. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.

h. 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 or other non-project office 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 proposed or bid upon; (5) loss of business opportunities; (6) loss of productivity on this or any other project; (7) loss of interest income on funds not paid; (8) costs to prepare, negotiate, or prosecute Claims; (9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents), and (10) any other consequential damage.

i. All non-time-related Claim items for additional compensation for Direct Costs shall be properly, and full documented and supported with copies of invoices, time sheets, rental agreements, crew sheets, contracts, material and equipment purchase or rental agreements, daily reports, photographs, job cost reports and ledgers, and other contemporaneous documents evidencing all aspects of claim entitlement and/or amount or otherwise required in the Contract Documents.

j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include, without limitation, man-hours by trade, labor rates, material and equipment costs, etc. These costs shall be broken down by pay item, Schedule of Values and Construction Specification Institute (CSI) MasterFormat Division.

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

   1) Copies of all the Design/Builder's internal takeoffs and estimates, Proposal documents, solicited and unsolicited proposal quotes, proposal quotes, faxed and emailed quotes, etc.

   2) Copies of all executed subcontracts and material and equipment purchase and lease/rental agreements.

   3) Other related budget documents as requested by the Design Criteria Professional.

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

   1) Time Sheets.

   2) Materials invoices

   3) Equipment invoices

   4) Subcontractor or Subconsultant payments

   5) Other related documents as required by the Design Criteria Professional.

m. The Design/Builder shall make all its books, employees, work sites and records available to the Owner, the Design Criteria Professional, and/or the Owner other designees or representatives for inspection and audit upon written request.

n. The Design/Builder shall not be entitled to any additional costs or other relief from the Owner for loss of anticipated profit(s) from any deleted work or any other Work not performed.

7. As indicated above, the Owner, Design Criteria Professional, and other Owner designees shall be allowed full and complete access to all personnel, documents, work sites, and other

information requested to investigate any Claim. Within sixty (60) days after a Claim has been received and the Design/Builder has submitted all additional information as may be requested by the Owner, Design Criteria Professional, or the Owner's other designees, the Claim shall either be rejected with an explanation as to why it was rejected or acknowledged in whole or in part. 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 Owner may, at its sole discretion, approve a change for the undisputed portion of any cost, time, or other relief sought.

8. 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 any additional costs, time, or other relief with regard to the Claim shall be construed as a waiver, abandonment, and/or relinquishment of all rights for additional costs, time, or other relief arising out of or relating to Claim(s) for which relief is provided in said Change Order. The specific reservation of rights by Design/Builder shall include, without limitation, the total amount and time so reserved. However, once the Design/Builder has properly reserved rights in a Change Order with regard 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 limited or waived, but not expanded, by express reference, in subsequent change orders. Notwithstanding the foregoing, at the time of final payment under the Contract, the Design/Builder shall specify all Claims, or portions thereof, 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 at the time of final payment shall be constructed as a waiver, abandonment, and/or relinquishment of each such Claim.

C. Disputes

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

    a. In the event the Design/Builder and Owner are unable to resolve their differences concerning any determination made by the Design Criteria Professional (referred to in this Section as a "Dispute"), either the Design/Builder or Owner may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder. For all provisions in the Contract Documents that provide that a decision or determination by the County, the Owner, Owner's Representative, and/or the Design Criteria Professional is "binding on the Design/Builder" or is "final," the Parties acknowledge and agree that such decision or determination shall nonetheless be subject to Design/Builder's rights under the dispute resolution provisions of the Contract.

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

    c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Design/Builder and Owner to file written submissions stating their

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

d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.

e. No formal discovery shall be allowed in connection with any proceeding under this Article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this Contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this Contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim all of which shall be a criterion in determining the sufficiency and validity of a claim.

f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a detailed breakdown of any specific issues or subcontractor/subconsultant claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties but will be admissible in a court of competent jurisdiction.

g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to questions of whether the Department Director

or OOM designee's determination was (i) arbitrary and capricious or otherwise unsupported by any substantial competent evidence or (ii) so grossly erroneous as to evidence bad faith, or (iii) inconsistent with Florida law or the Contract Documents.

h. Pending final decision of a dispute hereunder, the Design/Builder shall proceed diligently with the performance of the Contract and in accordance with the Design Criteria Professional's interpretation. Any presentation or request by the Design/Builder under this Article will be subject to the same requirements for Submittal of Claims in this Article.

D. Terminations

1. Termination for Convenience

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

b. In the event of Termination for Convenience, the Owner shall pay the Design/Builder for all design, labor performed, all materials and equipment furnished by the Design/Builder and its Subcontractors and Subconsultants, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Design Criteria Professional. The Design/Builder will be paid for:

1) The value of all Work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,

2) The value of all materials and equipment delivered to but not incorporated into the Work and properly stored on the site,

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

4) Reasonable and demonstrated demobilization costs, but excluding any overhead and lost profit on Work not performed as a result of the termination, which shall not be recoverable.

5) The values calculated under 1), 2), 3), and 4) above shall be as determined by the Field Representative and approved by the Design Criteria Professional.

c. In the event of termination under this Article, the Design/Builder shall not be entitled to any anticipated profits for any Work not performed due to such termination.

d. In the event of termination under this Article, the Owner expressly reserves and does not waive or void any credits otherwise due the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work to be deducted from amounts otherwise due the Design/Builder for the Termination.

e. Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Design/Builder.

2. Termination for Default of Design/Builder

a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Design/Builder to comply with any requirements of the Contract Documents including but not limited to:

1) Failure to perform the Work diligently, including design Work, in accordance with the Contract Documents and/or failure to provide sufficient workers, design professionals and design staff, equipment or materials to assure completion of Work in accordance with the Contract Time, as may be extended by approved Work Orders or Change Orders, and the approved schedule, or

2) Failure to provide any of the required schedules or any schedule update for the Project by the date due, or

3) Failure to provide adequate Contract Drawings in any design review submittal by the dates indicated in the approved schedule for the Project, or

4) Failure to provide competent project personnel and/or the failure to replace any such personnel, including without limitation, the lead or general superintendent or lead designer in the time allotted, if required, or

5) Performing the Work unsuitably or neglecting or refusing to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or

6) Violating the terms of the Contract or performing Work in bad faith, or

7) Discontinuing the prosecution of the Work, or

8) Failure to resume Work which has been stopped or suspended within a reasonable time after notice to do so, or

9) Abandonment or anticipatory breach of the Contract, or

10) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or be properly licensed, or

11) Allowing any final judgment to stand against the Design/Builder unsatisfied for a period of ten (10) days, or

12) Making an assignment for the benefit of creditors, or

13) For any other cause whatsoever, fails to carry out the Work in an acceptable manner or to comply with the Contract Documents.

b. Before the Contract is terminated, the Design/Builder and its Surety will be notified in writing by the Design Criteria Professional or the Field Representative of the conditions which make termination of the Contract imminent (Notice to Cure). The Contract will be terminated by the Owner ten (10) days after said notice has been given to the Design/Builder and its Surety unless a satisfactory effort acceptable to the Owner has been made by the Design/Builder or its Surety to correct the conditions. If the Design/Builder fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract

breached and send a written Notice of Termination to the Design/Builder and its Surety. No further payments shall be made to Design-Builder or its Surety until such time as the terminated Work is completed and the Owner has been reimbursed for all costs and expenses, including without limitation legal fees, incurred in completion and Work (including but not limited to repair or replacement of any deficient or defective Work previously performed) and enforcing its rights against Design-Builder and its Surety.

c. The Owner 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 Owner also reserves the right, in cases where the damages calculated by the Owner are expected to exceed the amount the Owner anticipated recovering from the Surety, to withhold amounts for Work already performed prior to the termination.

d. In the event the Owner exercises its right to terminate the Contract for default of the Design/Builder as set forth herein, the Owner shall have the option of finishing the Work, through any means available to the Owner, or having the Surety complete the Contract in accordance with its terms and conditions. If the Owner decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the Owner notifies the Surety of the Owner's decision to have the Surety complete the Work, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner 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 or allowable under the Contract.

e. Payments for the various Proposal Items listed in the Proposal Form will constitute full compensation for all expenses incurred as a 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.

f. The Design/Builder shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected Subcontractors, Subconsultants, and suppliers at any tier.

g. 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 and the sole and exclusive remedies of Design-Builder and/or its Surety shall be limited to the remedies provided for a Termination for Convenience.

3. Termination for National Emergencies

a. The Owner shall terminate the Contract or portion thereof by written notice when the Design/Builder is prevented from proceeding with the construction Work under the 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.

b. When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made the same as if the Contract was Terminated for Convenience, and the sole and exclusive remedies of Design-Builders shall be limited to the remedies provided for a Termination for Convenience.

4. Implementation of Termination

a. If the Owner 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:

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

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

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

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

5) Assign to the Owner in the manner, at the times and to the extent directed by it, all of the rights, title, and interest of the Design/Builder under the orders and subcontracts so terminated, in which case the Owner 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.

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

7) Perform all Work as may be necessary to preserve the Work then in progress and to protect materials, plant and equipment on the site or in transit thereto. The Design/Builder shall also take such action as may be necessary, or as the Design Criteria Professional 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 Owner has or may acquire an interest.

8) Complete performance of each part of the Work not terminated by the Notice of Termination.

9) Use its best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, 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 Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner 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 Owner may direct;

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

11) In arriving at the amount due the Design/Builder under this Article, there will be deducted, (1) any claim which the Owner 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 Owner.

5. Suspension of Work

a. The Owner reserves the right to temporarily suspend execution of the whole or any part of the Work, including for the convenience of the Owner. However, any additional costs or time sought by the Design/Builder for any such suspensions shall be prepared, supported, and submitted in compliance with the requirements of the Contract Documents.

b. If the Design Builder believes that any such suspension delays the Critical Path of the Work, Design Builder may request a time extension or submit a claim for Delay in accordance with requirements of these General Conditions. Such requests for additional time and/or compensation must be made in accordance with the requirements of the Contract Documents.

c. The Design/Builder shall insert in each subcontract a provision that the Subcontractor and Subconsultant shall comply immediately with a written order of the Owner to the Design/Builder to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

END OF ARTICLE

12. MISCELLANEOUS PROVISIONS

(April 11, 2024)

A. Third-Party Beneficiary

No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Design/Builder. There shall be no third-party beneficiary to this Contract.

B. 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.

C. Governing Laws

1. 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.

2. The Design/Builder(s) shall comply with all applicable laws including, but not limited to, the Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement.

3. In addition, the Design/Builder agrees to abide by all Federal, State, and local procedures, as may be amended from time to time, regarding how documents that the Design/Builder has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

D. Successors and Assigns

The Owner 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. The Design/Builder shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Design/Builder assign any moneys due or to become due the Design/Builder hereunder, without the previous written notice to the Owner. Consent will not be given to any proposed assignment, which would relieve the Design/Builder or its Surety of their responsibilities under the Contract.

E. Written Notice

1. 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 or by a nationally recognized overnight courier (*e.g.*, FedEx) to the last business address known to those who give the notice.

2. Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail or by a nationally recognized overnight courier (*e.g.*, FedEx) to the individual identified in the Special Provisions.

F. Indemnification

1. In consideration of this Agreement, and to the maximum 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.

2. 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 or Subconsultant under worker's compensation acts, disability benefit acts, or other employee benefit acts.

3. In the event that any claims are brought, or actions are filed against the Owner 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 Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. 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 Owner to appear and defend such claims or actions on behalf of the Owner. The Owner, 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 Owner.

4. To the extent this indemnification clause or any other indemnification clause in this Agreement 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.

5. This Section shall survive expiration or termination of this Agreement.

G. Audit Rights

1. Access to Records

   a. The Design/Builder shall, during the term of this Contract and for a period of five years thereafter, allow the Owner 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.

   b. The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all Work performed under this Contract. The Owner 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 Owner access shall be deemed a waiver of Design/Builder's claims.

c. The Design/Builder shall maintain a banking account within Miami-Dade County for all payments to laborers, Subcontractors, Subconsultants and vendors furnishing design, labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

2. Inspector General

a. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said 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 this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition. 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 Form.

b. The Miami-Dade Office of the 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 the Contract Documents 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 the Contract Documents and to detect fraud and corruption.

c. Upon 10 days' written notice to the Design/Builder, the Design/Builder shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general 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 staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.

d. 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 estimate files, worksheets, proposals and agreements from and with successful Subcontractors, Subconsultants 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.

e. 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:

1) 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

2) 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.

f. The provisions in this section shall apply to the Design/Builder, Vendor, Consultant, its officers, agents, employees, Subcontractors, Subconsultants and suppliers. The Design/Builder/Vendor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Design/Builder/Vendor/Consultant in connection with the performance of this contract.

g. Nothing in this section shall impair any independent right to the Owner to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Design/Builder/Vendor/Consultant) or third parties.

H. 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.

I. Payment and Performance Bond

1. A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100 percent of the total maximum Contract Amount for payment-related issues and 100 percent of the total maximum Contract Amount for performance-related issues), shall be required of the Design/Builder.

a. 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
$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

2. 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:

   a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the RDBS is issued.

   b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

   c. 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.

3. 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.

4. Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractor Training and Development Inc. will also be acceptable.

5. The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a copy of his/her power of attorney authorizing him/her to do so.

6. The cost of the Bonds shall be included in the Bid.

7. 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.

8. The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.

9. 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 Owner 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.

10. 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 Owner 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.

J. Insurance

The Design/Builder shall maintain the insurance set forth in the Special Provisions throughout the performance of this Contract until the Work has been completed by the Design/Builder and accepted by the Owner.

K. Conflict of Interest

1. The Design/Builder or its 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.

2. 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 the Owner, be terminated without prejudice to any other rights and remedies of the Owner under the law.

3. In accordance with the Code of Miami-Dade County, no officer or employee of Miami-Dade County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

L. Rights in Designs/Shop Drawings

1. Designs, drawings, schematics, specifications, and Shop Drawings submitted to the Design Criteria Professional or Owner by the Design/Builder, pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Contract. The Owner will, at the time of final payment, have full ownership of such documents, and the County may make full use of such documents without limitation to Design/Builder, without limitation.

2. This paragraph shall be included in all subcontracts hereunder at all tiers.

M. Patent and Copyright

1. If the Design/Builder is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Design/Builder 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 Owner, the Field 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 Owner 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.

2. 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 its expense, any suit or proceeding against the Owner or the Design Criteria Professionals 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 Owner or the Design Criteria Professional due to such breach. The Design/Builder shall report to the Design Criteria Professional, 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 Owner 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 Owner 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.

3. 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 its expense shall:

a. Secure for the Owner the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or

b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices or processes; or

c. 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 Owner.

4. The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Design Criteria Professional or manufactured to the design of the Owner or the Design Criteria Professional 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 Owner will hold the Design/Builder harmless against any infringement claims arising therefrom.

5. 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 Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be made available.

6. 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.

N. 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 Design Criteria Professional. Further operations of the Design/Builder with respect to the find, including disposition of the articles, will be decided by the Owner.

O. Use of Owner's Name in Design/Builder Advertising or Public Relations

The Owner reserves the right to review and approve Owner-related copy prior to publication. The Design/Builder shall not allow Owner-related copy to be published in Design/Builder's advertisement or public relations programs until submitting the Owner-related copy and receiving prior approval from the Owner. The Design/Builder shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner 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.

P. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Design/Builder to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Design/Builder under this Contract. Such retained amount shall be applied to the amount owed by the Design/Builder to the County. The Design/Builder shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Design/Builder for the applicable payment due herein.

Q. Residents First Training and Employment Program – NOT APPLICABLE

R. Employ Miami-Dade Program – NOT APPLICABLE

S. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

The Design/Builder shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise

provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Design/Builder upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement. **If the Design/Builder has questions regarding the application of Chapter 119, F.S. to the Design/Builder's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at isd-vss@miamidade.gov. Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.**

END OF ARTICLE

13. APPLICABLE LEGISLATION

(April 11, 2024)

Design/Builder, Subcontractors and Subconsultants are required to abide by all applicable Federal, State, and local laws and ordinances, as they may be amended from time to time. Applicable local laws and ordinances include, but are not limited to, the following, as may be amended from time to time:

A. Ordinances:

https://www.miamidade.gov/clerk/cob-ordinances-resolutions.page

B. Resolutions

http://www.miamidade.gov/govaction/searchleg.asp

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance, except where expressly preempted by Federal Law.
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-63-14 - Design/Builder Due Diligence

C. Administrative Orders

http://www.miamidade.gov/ao/home.asp?Process=completelist

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-37 - Community Workforce Program (CWP)
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

D. Implementing Orders

http://www.miamidade.gov/ao/home.asp?Process=completelist

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure
- 3-34 - Formation and Performance of Selection Committees

E. Code of Miami-Dade County:

- https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinancesSection 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-8.1 - Contracts and Purchases

- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions and management agreements.
- Section 2-8.1(d) Disclosure required of Contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of Subcontractors required
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting Practices Section 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-1076 Office of the Inspector General
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE

ATTACHMENTS

MDAD BIM STANDARDS MANUAL

MDAD BIM STANDARDS MANUAL

ATTACHMENT
JOB CLASSIFICATION DESCRIPTIONS

Principal in Charge
Project Principal with corporate responsibility for program implementation. Client point of contact for all project related matters, including but not limited to staffing, contracts, changes, and other executive responsibilities.

Deputy Principal in Charge
Provide support to Project Principal with all tasks and responsibilities described above.

Sr. Project Manager/Technical Expert
Individuals with 15 to 20 years' experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned multiple project groups, supervision of Project Managers, coordination with other multiple project groups and coordination of the Consultants of Record and the General Contractors. Registration as Architect or Engineer is desirable, but not required.

Project Manager
Individuals with over 5 years of experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned project(s) and coordination of the A/E Consultants of Record and the Contractor. Registration as Architect or Engineer is desirable, but not required.

Assistant Project Manager
Individuals providing support the Project Managers with similar responsibilities as described above.

Project Architect (Registered)
Provide design support to project. Registration with the Florida Board of Architect is required.

Project Engineer (Registered)
Provide engineering support project. Registration with Florida State board of Professional Engineers is required.

Senior Engineer
Individual experienced in their respective field of engineering. Experienced in the planning, design, preparation of construction documents and administration of construction contracts. Must work directly under the supervision of a Professional Engineer.

Design/Engineer Technician
Individual with a minimum of 5 years of satisfactory experience providing design/engineer services for a particular project. This shall include extensive experience with multiple purpose facilities as well as in collaborating with the Architects, Engineers and Contractors. Registration with Florida State board of Professional Engineers is not required.

Interior Designer (registered)
Individual with a minimum of 5 years of satisfactory experience providing Interior Design work

for a particular project. This shall include extensive experience with multiple purpose facilities as well as in working with the Architects, Engineers, Contractors and Furniture Vendors (Dealers or manufacturers). Registration with the Florida Board of Interior Design is required.

Interior Designer (Non-Registered)
Individual with a minimum of 2 years of satisfactory experience providing Interior Design work for a particular project. This shall include extensive experience with multiple purpose facilities as well as in working with the Architects, Engineers, Contractors and Furniture Vendors (Dealers or manufacturers). Registration with the Florida Board of Interior Design is not required.

Senior Construction Manager
Responsible for logistics to distribute contract documents and program-wide information to consultants, Program team members and Contractor. Shall maintain tracking logs to ascertain that documents and information have been received on a timely basis. Monitors/reviews communications and correspondence between A/E's and Contractors for compliance with program standards. Assists in problem resolution, visits site periodically and coordinates activities with MDAD departments as may be required.

Construction Manager
Manager supporting the Senior Construction Managers with similar responsibilities as described above.

Senior Field Representative
Provide field oversight support and inspection of construction activities. Provide field documentation with observations relative to construction progress and adherence to project documents.

Assistant Field Representative
Representative supporting the Senior Field Representative with similar responsibilities as described above.

Inspector
Individuals with over 5 years of experience in evaluating plans and specifications for construction projects to ensure conformance with regulations. Conducting field inspections to inspect standards of building structures and materials to measure compliance with regulations.

Special Inspector
Individual with over 10 years of experience and a four-year college degree preferred. Certified by the County to perform Special Types of Inspections. Candidate will monitor contractor compliance with Special Inspections per County requirements. Will furnish inspection reports and will be responsible for coordination daily inspection of construction withing a given discipline to ensure the project complies with plans and specifications, be proactive and alert to issues that may come up in the field, propose solutions and mitigate those problems.

Estimator
Prepares cost estimates using electronic quantity take off and industry recognized software and data bases. Responsible for developing and maintaining the updated Project Baseline Budget; developing and maintaining Estimates of Probable Construction Costs for Project Packages, maintaining and updating Project Construction Cost Estimate files, reviewing, and commenting

on Contractors budgets and estimates and participating in the Change Management Control Committee.

Scheduler
The project scheduler is responsible for preliminary schedule development using industry standard scheduling software. Responsible for preparing and maintaining the Master Project Schedule, identifying conflicts in the Master Project Schedule, initiating Schedule Recovery Action, monitoring Project and Master Project Schedule progress to detect adverse schedule trends, comparing progress to the Baseline Master Project Schedule and current Master Project Schedule.

Technical Specialist
Responsible for interacting with MDAD Information Systems personnel and other team members in the development, management, and coordination of project computer interfaces and be point of Contact for identification and resolution of software and hardware issues. Instruct team members how to make the best use of their computers and software.

CADD Operator
Coordinate project interface requirements with special emphasis on electronic drawing file exchange. Participate in the Quality Assurance Program's Design and Technical Reviews for compliance to CAD standards. Coordination with Project Managers and A/E of each project to implement CAD standards and to evaluate CAD files at various submittal stages. Maintain and update, Phasing Plans, MOT plans and Life Safety Plans.

Building Information Modeling (BIM) Manager
Responsible for implementing all the procedures in BIM and Digital Construction during the design, construction, and handover of a project. The primary role of a BIM Manager is to manage and oversee the BIM process throughout the construction project lifecycle, collaborate with all applicable stakeholders to comply with established BIM project requirements, coordinate BIM quality control standards, conduct audits of BIM models to verify compliance, maintain documentation related to BIM standards, processes, and guidelines, and be the point of contract for all BIM related issues. Key roles and responsibilities of a BIM manager include:
Managing software licenses including overseeing the installation of new software versions, Managing the implementation of BIM supporting software, researching new BIM related software, Keeping the organization informed about best practices in BIM and BIM software.
help project teams to set up and maintain BIM projects, training of staff, consultants, contractors, and other stake holders. Individual with a minimum of five (5) years of experience in BIM management in design and construction projects, knowledge of Laser Scan and Drone technologies and must be proficient in BIM software such as Autodesk Revit, Navisworks and other relevant tools. Relevant certifications in BIM management (e.g., Autodesk Certified Professional) is desirable, but not required.

BIM Coordinator
Primary responsibility is to ensure that all members of the project team are following the BIM Execution Plan. This includes but is not limited to making sure that everyone is using the correct and latest software, exchanging data per schedule(s), and adhering to the model standards set forth in the plan. Leverage BIM effectively to reduce waste and costs on the job site by preventing design errors, omissions, or conflicts, as well as assisting in obtaining proper permits, approvals, and inspections. Assisting during the project construction with faster processes and better-quality outcomes for all involved parties. Responsible for training new team members on BIM processes and maintaining the BIM models throughout the project lifecycle. Create detection reports and

assist in conflict detection resolution. Thorough understanding of the software, project goals, project scope, and familiar with industry standards like ISO 19650. At least five years of experience in BIM.

BIM Technician

Responsible for using BIM software and digital tools to create, manage, and collaborate on 3D models of built structures and environments. A BIM technician may have different duties and responsibilities depending on the project and the team, but some common tasks include: Reviewing and accepting BIM models of behalf of owner, taking information from multiple plans and incorporating them into a single computer model, laying out plans, sections and details using AutoCAD, reviewing drawings for readability, presentation and adherence to standards, assisting in the development of alternate solutions and design options, communicating and collaborating with the full multi-disciplinary BIM design team and others, performing local authority interface and administration, reviewing drawings for structure that will allow connection to cost, schedule, and digital twin, and providing detailed knowledge of BIM software applications including Revit, AutoCAD, Navis Works and other software utilized for clash detection. A BIM technician will report to the BIM managers or practice leaders or coordinators, or directly to the owner. A BIM technician needs to have a passion for BIM/CAD technologies, customer service orientation, and commitment to working within a team environment. Individual with a minimum of five (5) years of experience in BIM

Clerical/Administrative Support

Responsible for delivery and pick-up of mail and packages, as necessary. Assists administrative and document control departments as needed. Responsible for inventory, distribution, replenishment, organization, and maintenance of office supplies in storage room.

Clerical/Administrative Support Work-site

Responsible for delivery and pick-up of mail and packages, as necessary. Assists administrative and document control departments as needed. Responsible for inventory, distribution, replenishment, organization, and maintenance of office supplies in storage room.

Attachment

Principal of the Architect or Engineer of Record

Daniel Perez-Zarraga, AIA

ATTACHMENTS

Payment & Performance Bonds

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 permitted by the Contract; 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 permitted by the Contract, 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 Substantial Completion as defined in the Contract. 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)(b), 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:	CONTRACTOR:
_____	_____
_____	_____
(Secretary)	(Contractor Name)
_____	BY: _____
(Print or type name)	(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

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SPECIAL PROVISIONS

A. General

These Special Provisions are part of the Contract Documents. They supplement and modify requirements included elsewhere in the Contract Documents and are to be interpreted in accordance with Article 2 of the General Conditions.

B. General Description of the Design/Build Packages

The Scope of Work included in the Contract Documents for the MIA South Terminal Expansion East (New Gates) Phase 1 Project includes three separate Design/Build Packages, more fully defined in three Design Criteria Packages (DCPs), prepared by three Design Criteria Professionals (DCPr), all work to be implemented by the Design/Builder under one contract. The Design/Builder shall be responsible for conforming design elements and coordinating construction activities across all three packages. These three Design/Build Packages are generally described as:

1. Package A – Concourse K. Airside Apron, and 20th Street Landside modifications (DCPr Team – Hill International).
2. Package B – GSE facility and 20th Street modifications (DCPr Team – Leo A Daly).
3. Package C – Terminal South BHS system modifications (DCPr Team – Vic Thompson Company).

Hill International will be the overall DCPr Coordinator for the Project on behalf the County, coordinating with the other DCPr's. Each DCPr Team is responsible for their individual work product and oversight of their package in accordance with Florida Statutes.

C. Article 1 of the Standard General Conditions - DEFINITIONS

1. Heavy Passenger/Vehicular Traffic Volume Days – MIA has various periods throughout the year where higher than normal passenger and vehicular traffic volumes are expected. These periods mostly occur during the time approaching and immediately after holiday periods such as Easter, Thanksgiving, Christmas, and New Years or special events, like sporting or others being held in Miami. The Design/Builder is advised that when performing working specifically in Landside Areas and where integration between the new Cc K and the existing Terminal/Cc J building is dictated by the construction sequence, extensive coordination is required between the Design/Builder and MDAD to assure that construction activities can continue but does not hamper airport operations and access by the traveling public and Users. Pre-coordination ahead of such events shall is required.

2. Right-of-Way – In addition to the definition in the General Conditions, it can also mean a clear path for placement of equipment like Baggage Handling System conveyors or other specialized equipment.

D. Article 7 of the Standard General Conditions – PROSECUTION OF THE WORK

Add to paragraph H. Interference with Existing Utilities. The Design/Builder shall always maintain access to all existing Fire Crash (emergency) gates and the existing fuel farm.

E. Article 8 of the Standard General Conditions – CONTRACT TIME

Add to paragraph F. Liquidated Damages and Liquidated Indirect Costs:

1. Milestone 1: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be **$27,000.00** per calendar day for delays under 60 days past the Substantial Completion Milestone of 1,365 calendar days from NTP for the Project.
2. Milestone 2: The Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be **$34,000.00** per calendar day for delays 60 days or more past the Substantial Completion Milestone of 1,365 calendar days from NTP for the Project.
3. Milestone 3: Liquidated Damages Rate payable to the Owner in accordance with the Contract Documents shall be **$3,773.00** per calendar day for delays in not achieving the Substantial Completion Milestone of 1,072 calendar days from NTP for operation of the relocated Gate J2.
4. Stacking of LD's: Should the delay for completion of Milestone 3 (J2) continue beyond the Milestone 1 (Substantial Completion date of 1,365 calendar days), the LD rates for each Milestone not completed by the Design/Builder shall apply concurrently (stacked - LD's 3+1). In the event that Milestone 3 is delayed beyond the time frame stipulated for LD's for Milestone 1 (beyond 1,425 days), LD's for Milestone 3 will continue to be assessed until completed, and the LD's for Milestone 2 would be assessed concurrently (stacked - LD's 3+2). The assessment of LD's will be applied and discontinued independent of each other (per Milestone) in all cases until each Milestone is completed.

5. The Liquidated Indirect Costs rate payable to the Design/Builder in accordance with the Contract Documents as stipulated in the General Contract Conditions.

F. Article 9 of the Standard General Conditions – PROGRESS PAYMENTS

The Design/Builder shall submit progress payments requests in accordance with the payment system implemented by the Owner. Progress payment requests must be accompanied by an updated project schedule, updated BIM Model, updated red-line as-built drawings, and releases of lien, in addition to any other requirements stipulated in the Standard General Conditions.

G. Trust Agreement

1. **Incorporation of Trust Agreement by Reference**: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Trust Agreement dated as of the 15th day of December, 2002 as by and among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), shall prevail and govern at all times during the Term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

2. **Adjustment of Terms and Conditions:** If, at any time during the Term of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of

like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

H. U.S. SOCCER FEDERATION 2026 WORLD CUP

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Design/Builder shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Design/Builder's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Design/Builder, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Design/Builder shall have the right, upon written notice to the County within fourteen (14) days of receipt of notice of such a conflict, to submit a Claim for the time and/or cost impacts to the Design/Builder. If the parties are unable to resolve the Claim, the Design/Builder can terminate this Contract for convenience; in such termination, the Design/Builder shall be entitled to the relief provided in Article 11.D.1, Termination for Convenience.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at:

http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf

I. Federal Aviation Administration (FAA) SPECIAL PROVISIONS – AVIATION CONTRACT

1. GENERAL CIVIL RIGHTS PROVISIONS:

In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The above provision binds the Design/Builder t and subconsultant from the bid solicitation period through the completion of the contract.

2. **TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:**

During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONSULTANTs, whether such programs or activities are Federally funded or not);

h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities

with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]);

l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

3. **NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE:**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. **Compliance with Regulations.** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of SUBCONSULTANTs, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential SUBCONSULTANT or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports.** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MDAD or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to MDAD or the

Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of a CONSULTANT's noncompliance with the non-discrimination provisions of this Contract, Miami-Dade County Aviation Department will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

i..Withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies; and/or

ii. Cancelling, terminating, or suspending a Contract, in whole or in part.

F**. Incorporation of Provisions.** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as Miami-Dade County Aviation Department or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a SUBCONSULTANT, or supplier because of such direction, the CONSULTANT may request Miami-Dade County Aviation Department to enter into any litigation to protect the interests of Miami-Dade County Aviation Department. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

4. **ACCESS TO RECORDS AND REPORTS:**

The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:**

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

D. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

6. **COPELAND "ANTI-KICKBACK" ACT:**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the

employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

7. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**Refer to Project Worksheets (attached hereto as "Exhibit A")**
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the

contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Florida, Miami-Dade County, and Miami.

8. **BREACH OF CONTRACT TERMS:**

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the [Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

9. **FAA BUY AMERICAN PREFERENCE:**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

10. **CLEAN AIR AND WATER POLLUTION CONTROL:**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

11. **DAVIS-BACON REQUIREMENTS:**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the

wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the

questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security

numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of

Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

12. TEXTING WHEN DRIVING:

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

13. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS:

The Bidder or Contractor certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the

purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

14. **EQUAL OPPORTUNITY CLAUSE:**

During the performance of this contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS:**

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

4. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iiii) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. **TRADE RESTRICTION CERTIFICATION:**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

c) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
c) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. **CERTIFICATION REGARDING LOBBYING:**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Design/Builder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Design/Builder retains full responsibility to monitor its compliance and its Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The Design/Builder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

20. **PROHIBITION OF SEGREGATED FACILITIES:**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

21. **PROCUREMENT OF RECOVERED MATERIALS:**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

22. **VETERAN'S PREFERENCE:**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

J. AIRFIELD OPERATIONS AREA (AOA) SECURITY

1. Design/Builder acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Design/Builder's activities at the Miami International Airport (MIA).

2. In order to maintain high levels of security at MIA, Design/Builder must obtain MDAD photo identification badges for all Design/Builder employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

3. The Design/Builder shall be responsible for requesting MDAD to issue identification badges to all employees who Design/Builder requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Design/Builder or upon final acceptance of the Work or termination of this Contract. Design/Builder will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

4. All employees of the Design/Builder, Subcontractor, Subconsultant, or trade subcontractor who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo, pass the Design/Builder must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.

5. Design/Builder Ramp Permits will be issued to the Design/Builder authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles

(including vehicles belonging to the Subcontractor and Subconsultants) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

6. All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in the General Conditions and approved by MDAD Airside Operations. Proof of such insurance shall be provided to MDAD Airside Operations Division as part of the registration process.

7. Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Design/Builder shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to always ensure positive identification while in the Secured/AOASIDA.

8. Only Design/Builder management level staff, supervisors, and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA. The Design/Builder shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

9. The Design/Builder agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Design/Builder or Subcontractor or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

10. The Design/Builder acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

11. The Design/Builder understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

12. The Design/Builder understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Design/Builder in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Design/Builder.

13. Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Design/Builder shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Design/Builder shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

14. Notwithstanding, the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/CBP/FAA.

15. The Design/Builder shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

16. Design/Builder agrees that it will include in all contracts and subcontracts with its MIA Subcontractors and Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Design/Builder agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Design/Builder's Subcontractors and Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, Design/Builder shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

17. In addition to the foregoing, the Design/Builder shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Design/Builder employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Design/Builder personnel.

18. The employee(s) of the Design/Builder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Design/Builder

shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Design/Builder to remove any employee it deems unacceptable.

K. MAINTENANCE OF AIRPORT OPERATIONS

1. The Design/Builder shall control its operations and the operations of its Subcontractors, Subconsultants and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents.

2. The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment, and associated facilities, and to the Design/Builder's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of aircraft, airport vehicles, vehicles and/or personnel engaged in the day-to-day operation of the Airport and the general public. To this end the Design/Builder, its Subcontractors, Subconsultants and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify Design/Builder personnel, equipment, vehicles, storage areas and any Design/Builder's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during construction, the Design/Builder shall comply with the provisions of FAA Advisory Circulars, in particular AC 150/5370-2.

3. The Design/Builder shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA.

4. When the Work requires the Design/Builder to work within the AOA, the Design/Builder shall coordinate its work with MDAD (through the County's Field Representative) at least 48 hours prior to the commencement of such work. The Design/Builder shall not close an AOA area until so authorized by the County's Field Representative and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

5. When the Work requires the Design/Builder to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Design/Builder shall maintain constant communications with the Field Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Design/Builder's operations within the AOA until the satisfactory conditions are provided.

6. When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Design/Builder's performance of work, the Design/Builder shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. Coordination with MDAD Landside Operations is required at least 48 hours prior to any anticipated disruption in normal traffic flow. The Design/Builder shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the

Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

7. When the work requires closing an air operations area of the airport or portion of such area, the Design/Builder shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

8. The Design/Builder shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and its parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, current edition.

9. The Design/Builder shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition.

10. The Design/Builder shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Field Representative, all as specified in Division 1 of the Project Manual.

11. Open-flame type lights are not permitted.

12. If the Design/Builder fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others or by the County in this regard shall be borne by the Design/Builder.

13. The Design/Builder's responsibility for Maintenance of Traffic shall begin on the day the Design/Builder starts work on the project, or on the NTP date, whichever comes first.

L. COUNTY PURCHASES

1. The County reserves the right to directly purchase materials, equipment, supplies and other items for this project, which are included in the Design/Builder's Base Proposal and/or the Contract, (substantially in accordance with the Contract Documents). The County and the Design/Builder shall meet to discuss which materials may be of interest to the County for Direct Purchase.

2. The Design/Builder has included in its Base Proposal, and in the final Contract price, Florida State Sales Tax, and other applicable taxes for materials, supplies and equipment to be used in the construction of the Project. The County, being exempt from sales tax, reserves its right to directly purchase materials, equipment, supplies and other items for the Project that were included in the Design/Builder's Base Proposal and/or the Contract, substantially in accordance with this Article. Such sales tax exemption applies when the County (or "Owner") is deemed to be the ultimate consumer of such materials, equipment, supplies or other items ("Owner Directly Purchased Materials"). Any purchase made under this process must be valued at least $10,000. The responsibilities of the County and the Design/Builder, as the case may be, relating to such Owner Directly Purchased Materials shall be governed by the terms and conditions of this Article and all provisions contained herein shall referred to as the "Direct Purchases by Owner (DPO) Program."

3. Should the County elect to Direct Purchase as described above, the Design/Builder shall employ a person or persons necessary to coordinate this process with the County ("Design/Builder's Coordinator").

4. In preparation of a County Purchase Order for materials or equipment to be purchased by the County, the Design/Builder shall fully cooperate with the County and Architect for review and approval of all required submittals, product data sheets and shop drawings as if the products were being purchased by the Design/Builder at no additional cost to the Owner.

5. Material and equipment suppliers shall be selected by the Design/Builder. Design/Builder shall provide the County a list of all intended suppliers, vendors, and materialmen for consideration as Owner Directly Purchased Materials. Design/Builder shall ensure that each vendor, supplier, and materialmen for the Project is currently, or becomes prior to the time a Purchase Order is issued, a vendor registered with the County in accordance with Section 2-8.1 of the County Code. Moreover, the Design/Builder shall strongly encourage vendors, suppliers, and materialmen to provide information to the County so that Automated Clearing House ("ACH") payments can be made to the vendors, suppliers, and materialmen.

6. The County may consider Owner Directly Purchased Materials within the Contract to take advantage of tax-exempt direct purchases pursuant to the Florida Department of Revenue (FDOR) Technical Assistance Advisement (TAA) Letter. These items will be coordinated between the County and the Design Builder. The Design/Builder represents, acknowledges and affirms to the County that it will in good faith, work with the Owner towards the goal of tax savings on the Project and will assist to verify, to the best of its knowledge, the accuracy of items and amounts that the Design/Builder believes are eligible for purchase directly by the Owner on a tax-exempt basis as of the date of execution of the construction contract or other date to be determined by the County, as applicable. Items not included in the list can only be added or modified with prior authorization of the Board of County Commissioners ("Board"). The County shall have the sole right to determine which items shall be purchased directly as Owner Directly Purchased Materials pursuant to the process set forth in this Article.

7. Notwithstanding the above, the Design/Builder is advised that the County has decided to direct purchase and install materials through a 3rd party vendor specifically listed in the DCP documents. More specifically, these materials include but are not limited to Gate Areas Seating and other associated furniture, gate podiums, Gate Reader Podiums, Gate Backwall Stands and FIDS Monitor Stands. Coordination between the Design/Builder and the County's vendor installing the materials is required.

M. EXECUTION PROCEDURES

1. Should the County elect to exercise the Provisions in Section "L", paragraph 1 through 6 (DPO Program), upon request and in an expeditious and timely manner, the Design/Builder shall submit a Purchase Order Requisition Form to the Owner's representative, that specifically identify the materials, supplies and equipment which Owner has elected to purchase directly. On the Purchase Order Requisition Form, the Design/Builder will provide the Owner the required quantities of material at the price established in the vendor's quote to the Design/Builder, less any sales tax associated with such price. All material terms negotiated by the Design/Builder with the vendor (i.e., pricing, delivery date, payment terms, warranties, retainage) shall be noted on the Purchase Order Requisition Form.

2. Such Purchase Order Requisition Forms are to be submitted to Owner's Representative no less than fourteen (14) days prior to the need for ordering such Owner Directly Purchased Materials, in order to provide sufficient time for the County to review, approve and process the Purchase Order Requisition Form, or, if necessary, to seek more information from the Design/Builder, so as to assure that such Owner Directly Purchased Materials are timely delivered to the Project site so as to avoid any delay to the Project.

3. The County shall not be held liable for any loss or damage for delays caused by others, such as non-compliance with the provisions of this Article, including acts of nature, strikes, or other causes beyond the control or fault of the County. The Design/Builder agrees to make no claim for damages for delay of any kind in the performance of the DPO Program whether occasioned by any act or omission of the County or any of its representatives (whether it is an Excusable Delay or otherwise) and the Design/Builder agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work. In this regard, the Design/Builder alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving Purchase Orders, Sub-Design/Builder proposals or other related submittals to the DPO Program, or the failure to render determinations, approvals, replies, corrections of said Purchase Orders, in a timely manner. Design/Builder shall not receive monetary compensation for County delay arising from the DPO Program. Time extensions shall be authorized by the County at its sole discretion in certain situations.

4. No later than fourteen (14 days) after receipt of the Purchase Order Requisition Form, the County shall prepare its Purchase Order for equipment, materials or supplies which the County chooses to purchase directly. Promptly upon receipt of each Purchase Order, Design/Builder shall verify the terms and conditions of the Purchase Order prior to its issuance to the supplier, materialman, or vendor and in a manner to assure proper and timely delivery of items. After such verification by the Design/Builder, the County shall issue the Purchase Order to the supplier, materialman, or vendor, as applicable. The Purchase Order shall require that the vendor, supplier, or materialman provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Directly Purchased Materials on the delivery date provided by the Design/Builder in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The County's Purchase Orders shall contain or be accompanied by the County's exemption certificate and must include the County's name, address, and exemption number with issue and expiration date shown. The County shall issue to each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form with each Purchase Order.

5. Design/Builder shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the County required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and ensuring that the Owner Directly Purchased Materials conform to the Purchase Order and the Drawings and Specifications. At the time of, and subsequent to, the delivery of such materials, the County shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. Notwithstanding the transfer of Owner Directly Purchased Materials by the County to Design/Builder's possession, the County shall retain title to any and all Owner Directly Purchased Materials. Retaining such title by the County does not relieve the Design/Builder of the responsibility for oversight of the Owner Directly Purchased Materials.

6. The Design/Builder shall coordinate delivery schedules, sequence of delivery, loading orientation, storage of Owner Directly Purchased Materials and other arrangements normally required by the Design/Builder for the particular materials furnished. The County shall assume all risk associated with any act or omission of the County, the County's Representative, or any employee of the County that, under the direction of the County, impairs or otherwise adversely affects any warranty or other contract right of the County pursuant to the Purchase Order provided that such adverse matters related to Owner Directly Purchased Materials are not due to acts of nature, strikes or other causes beyond the control of the County or are the results, in whole or in part, of the actions of others. The Design/Builder shall provide all services required for the unloading, handling and storage of materials through installation. The Design/Builder shall provide adequate and secure storage to protect the Owner Directly Purchased Materials from loss or damage from the time of delivery and throughout installation into the Project up to the time when the County accepts the Work. It shall be the Design/Builder's responsibility to provide all paperwork and evidence necessary and to file any claims promptly to recover loss or damage to Owner Directly Purchased Materials. The Design/Builder shall compile all paperwork and file all claims resulting from Owner Directly Purchased Materials lost, broken, vandalized, or stolen while under the control of the Design/Builder.

7. The Design/Builder agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Design/Builder. Notwithstanding the foregoing, the County shall be responsible for payment of the invoice issued by the outlined in this Article.

8. As Owner Directly Purchased Materials are delivered to the jobsite, the Design/Builder and the County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's, supplier's, or materialman's invoice, as applicable, for materials, supplies and/or equipment delivered. The Design/Builder shall assure that each delivery of Owner Directly Purchased Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the County or Design/Builder may require. The Design/Builder shall verify in writing to the County's Representative that the materials, supplies, and/or equipment were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the County's Representative for processing and payment in the manner as all other County invoices are processed. The County shall have the right to assign County personnel to verify and audit the accuracy of all Owner Directly Purchased Materials' documents.

9. The Design/Builder shall determine, prior to incorporation of the Owner Directly Purchased Materials into the Work, if such materials are defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Design/Builder discovers defective or nonconforming Owner Directly Purchased Materials either at initial inspection or at any time thereafter, the Design/Builder shall not utilize such non-conforming or defective Owner Directly Purchased Materials in the Project and shall instead shall promptly notify the vendor, materialman or supplier, as applicable, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Design/Builder shall notify the County of such occurrence. If the Design/Builder fails to perform such inspection and otherwise incorporates defective or non-conforming Owner Directly Purchased Materials into the Project, the conditions of which it either knew or should have known by performance of an inspection, Design/Builder shall be responsible for all damages to the County, as set forth in the Contract resulting from Design/Builder's

incorporation of such materials into the Project, including liquidated damages. In the event that materials furnished are found to be defective or nonconforming, the Design/Builder shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

10. All repairs, maintenance or damage repair claims shall be forwarded to and managed by the Design/Builder for resolution with the appropriate vendor, supplier, or materialman, as applicable. Notification to the vendor, supplier or materialman shall include rescinding of any invoices by the vendor, supplier or materialman for the defective or non-conforming Owner Directly Purchased Materials. Design/Builder shall immediately notify the County in the event invoices have already been approved for payment.

11. The Design/Builder shall maintain records of all Owner Directly Purchased Materials it receives at the job site as well as records of Owner Directly Purchased Materials it incorporates into the Project from the stock of the Owner Directly Purchased Materials. These records shall be current and readily available upon request by the County and shall be reported and reconciled monthly comparing:

    a. Owner Directly Purchased Materials to be ordered pursuant to the Construction Schedule.
    b. Owner Directly Purchased Materials Ordered, Received, and Paid.
    c. Owner Directly Purchased Materials on Hand; and
    d. Owner Directly Purchased Materials Incorporated into the Project.

12. In connection with each Purchase Order relating to Owner Directly Purchased Materials used in connection with work performed under the Contract, a Direct Purchases Reconciliation Report will be issued by the Design/Builder within fourteen (14) days after the Purchase Order is issued and submitted to the County monthly. Each Direct Purchases Reconciliation Report shall reconcile all Purchase Orders issued in the previous month, for the full amount of purchases, plus the amount of sales tax that would have been applicable to the purchase against the Contract Price. Such amounts shall be deducted from the Design/Builder's monthly payment requisitions, with a corresponding credit to the County's payment obligations. Moreover, the cost for any Owner Directly Purchased Materials ordered and not utilized in the Project shall be reconciled on a monthly basis, reported to the County, and credited against the Contract Price with a deduct Change Order. Upon completion of all purchases, a deduct Change Order against the Contract Price to account for all supplies, materials, and equipment directly purchased by the County, and the value of the taxes thereon, will be issued and executed by the Design/Builder and the County to close out the Program. The Design/Builder shall be required to reimburse the County within thirty (30) days of notification of same for any overpayments the County may have made to the Design/Builder as a result of the direct purchases.

13. The Design/Builder shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the County for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Design/Builder for resolution with the appropriate supplier or vendor.

14. The County shall not be liable for any costs associated with interruption or delay in the Project or for any extra costs relating to the Project resulting from incorrect, incomplete or damaged material, delay in the delivery of Owner Directly Purchased Materials to the extent such interruptions, delays or costs are due, in whole or in part, to acts of nature, strikes or other causes beyond the control of the County or the actions of others. The Design/Builder has the

responsibility and accountability to resolve any and all performance issues with the vendors it selects to provide Owner Directly Purchased Materials.

15. Accurate and current invoices shall be submitted by the vendors, suppliers and materialmen when the correct material is received. Original invoices are to be sent to the County and to the Design/Builder with the County shown as the entity being invoiced. It is the policy of Miami-Dade County that payment for all purchases by the County shall be made in a timely manner and that interest payments be made on late payments. The County shall not be held liable for costs associated with any interest payments or any delay charges for late payments made as a result of instructions, directions or late approvals by the Design/Builder. On a weekly basis, the Design/Builder shall submit all vendor invoices on hand for Owner Directly Purchased Materials delivered to the work site that are approved for payment. The approval by the Design/Builder to issue payment is demonstrated by a signature from the Design/Builder on the original vendor invoice signed adjacent to the words 'Approved for Payment' and shall be sent to the County no later than seven (7) days after receipt from vendor(s) of a properly completed and executed invoice. The Design/Builder is responsible for notifying and resolving non-performance and defects on non-conforming items with each vendor, supplier and materialman.

16. In order to arrange for prompt payment to the vendor, supplier or materialman, the Design/Builder shall provide to the County a list of Owner Directly Purchased Materials that have been accepted and approved for payment in the monthly payment requests accompanying the invoice(s) submitted for payment. The invoice package shall include the summary as well as:

    a. Documentation, such as a delivery ticket, bill of lading, packing slip, listing the Purchase Order number under which such item(s) were purchased.
    b. The actual approved/signed invoice.
    c. A copy of the applicable Purchase Order.
    d. Signed authorization of acceptance of delivered items.
    e. Partial or final releases of claim, as appropriate, which can only be conditioned on payment of the invoice submitted; and
    f. Such other documentation as required by the Contract in order to effect payment.

    The County shall provide the Design/Builder a monthly report as to the amount, date, payee and check number/ACH confirmation number, as applicable, of all such direct payments to vendors, suppliers and materialmen. In addition, the County will promptly notify the Design/Builder of any instances when non-payment or less than full payment is made on an invoice, specifying all reasons for withholding payment (or partial payment) unless such request to withhold payment was initiated by Design/Builder. All requests to withhold payment by Design/Builder must be submitted in writing to the County.

17. The County is responsible to make payments to vendors for the Owner Directly Purchased Materials. If the County fails to make payments in accordance with this Article for any reason other than the fault or neglect of the vendor, supplier, materialman and/or Design/Builder, then the County will be liable for any increased costs or expenses caused by such failure. Claims, delays charges and interest for non-payment to vendors that arise from the actions or directions of Design/Builder including any actions that are not caused or under the control of the County shall be the responsibility of the Design/Builder.

18. The Design/Builder shall be responsible for obtaining partial or final release of claim waivers to be submitted, as applicable, when payment of invoices is requested. All waivers shall be

conditioned on payment of the invoice submitted. The Design/Builder must ensure that all terms agreed upon with selected vendors are consistent with this Article. Vendor, supplier and materialman agreements with the Design/Builder shall be clear in stating that partial or final releases of claim not being provided along with invoices for payment shall render the invoices not payable and shall be considered the fault of others and not the fault of the County.

19. Salvage materials shall be the property of the County and stored or removed from the site by the Design/Builder at the County's discretion at no additional cost to the Owner.

20. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amount shall be credited to the cost of the Work with an additive Change Order to the Owner's contingency.

N. ENVIRONMENTAL CONSIDERATIONS AND PROTECTION

1. Air pollution: The Design/Builder shall use emissions control devices on gasoline or diesel-powered construction equipment and minimize idling and unnecessary operation of equipment to prevent and control air pollution in accordance with criteria issued by Federal, State, and local agencies having relevant jurisdiction.

2. Dust Control: The Design/Builder shall employ appropriate measures to control the generation and accumulation of dust at the site. Sprinkling with water or other suitable means shall be used to prevent the dispersal of substantial amounts of dust produced by the work. Collection and removal measures shall be employed to prevent accumulation of dust deposits.

3. Flammable Materials: The Design/Builder shall store petroleum products, paint, and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State, and local agencies having relevant jurisdiction.

4. Noise Controls: The Design/Builder shall minimize noise caused by work operations. The Design/Builder shall provide machinery and equipment fitted with efficient noise-suppression devices for protection of employees and public and shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Design/Builder shall employ sound barriers as directed by the Design Criteria Professional.

5. Fumes: The Design/Builder shall not conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or the public.

6. Adjacent Occupancies: The Design/Builder shall make every effort to minimize or eliminate any impacts to adjacent uses paying extra attention to areas that are in close proximity to the public and other users (passengers, children and elderly). This includes but is not limited to nearby public ways or transportation stops, and any other areas inside the Site or adjacent to.

7. No additional payment will be made to the Design/Builder for signs, barricades, lights, flags, watch persons, flaggers, fire extinguishing apparatus and personnel, and/or other protective devices.

8. Florida Trench Act: The Design/Builder and all its Subcontractors performing trench excavation on this Contract shall comply with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the Occupational Safety and Health Administrations' (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Design/Builder shall consider all available geotechnical information in his design of the trench excavation safety system. Inspections required by OSHA trench excavation safety standards shall be provided by the Design/Builder.

9. The Design/Builder shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. The Design/Builder shall take necessary precautions to prevent pollution of water including streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumen, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

O. SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS

1. The Design/Builder shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.

2. The Design/Builder shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the workplace.

3. Prior to commencing any work at the work site, the Design/Builder shall submit for approval its S&H Plan which shall include, but is not limited to, the following:

- Hurricane Plan
- Identification of competent person
- Safety statistical data, which will include severity and lost-time frequencies
- Design/Builder daily project safety inspections
- Project Emergency Notification List (updated as needed)
- Equipment certification and daily inspection
- Trenching inspection
- Confined Space Entry Permitting and coordination
- Maintenance of Traffic Inspection
- Hazard Communication
- Work zone safety and flagging
- Lockout/Tagout Coordination
- Fire prevention, hot work permitting, and Fire Watch

4. The Design/Builder shall not endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure (new or existing), installation, facility, work in progress or work completed.

5. Materials stored upon the Site or along the route of the work shall be so placed and the work shall be so conducted as to cause no obstruction to traffic other than as provided in these Contract Documents.

6. The Design/Builder shall mark all equipment with three-foot square orange and white flags whenever such equipment is operating on the Air Operations Area (AOA) or in proximity to flight zones. Equipment employed on the AOA shall be withdrawn from work areas at the close of the workday. Equipment shall not be parked in any location where it will constitute a hazard to aircraft or aircraft operations. Equipment shall be night marked and lighted as required by the MDAD Technical Specifications and FAA Advisory Circular 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" latest edition.

7. Equipment will not be allowed on the airfield, which is not properly equipped to contain all material, debris, etc. Constant inspections will be performed by the Design/Builder to insure a continuous, clean, and safe aircraft operating area at all times.

8. The Design/Builder shall obtain from MDAD Airside Operations, for work at Miami International Airport, all equipment height limitations. Approval for use of cranes and other high equipment may be given, provided that the Design/Builder submits full data and scheduling to MDAD for approval by the FAA. Design/Builders are cautioned that the FAA processing of this request may take eight (8) weeks from the time of application.

9. Proposers are cautioned to allow for such conditions as having to drop crane boom(s) at times required by the FAA (nighttime and inclement weather), providing 2-way radio communications with the FAA control tower, and possible disruption of crane use to accommodate special airport operations requirements.

10. The Design/Builder shall furnish and erect signs, barricades, lights, flags and other protective devices as may be required, to protect aircraft, pedestrian and vehicular traffic and the work. All such signs, barricades, lights, flags, and other protective devices shall be in accordance with the requirements of the Contract Documents.

11. The Design/Builder shall furnish flaggers in sufficient numbers to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such flaggers shall be furnished on a twenty-four (24) hour basis when conditions and/or airport operations require.

12. The Design/Builder and all Subcontractors shall be governed by the provisions of the Miami - Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.

13. The Design/Builder shall not use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site of the construction, without the prior express written

approval of the Miami-Dade Aviation Department. Any such authorized use of explosives shall be governed by the provisions of Chapter 13, Code of Miami-Dade County, and other governing agencies in their use or storage. Subject to conditions outlined below, the Owner will permit the use of powder actuated fasteners and tools in connection with airport construction:

a. Permission to use powder actuated fasteners and tools will in no way relieve the Design/Builder or its Subcontractors from responsibilities under its Contract relating to liability for damages arising out of the use of such equipment. Refer to the MDAD Design Guidelines for additional information.

b. Design Criteria Professional and MDAD approval must be given specifically, and in writing, for the use of such fasteners for each and every application for which the Design/Builder desires to use this type of fastener. The Design/Builder shall submit to the Design Criteria Professional for approval all structural and operational data pertinent to each and every application, such data to include, but not be limited to the following:

   1) Make and model number of the powder actuated tool(s).

   2) Manufacturer's brochure completely describing the proposed fastening system.

   3) Sufficient drawings, cross-sections, and/or descriptive specification data to fully define the location(s) where powder actuated fasteners are intended for use. This information shall include the type and thickness of material into which the fasteners are to be driven, and the penetration of the proposed fasteners.

   4) The name, address, and social security number of each operator of the powder actuated tool(s) who has been certified by the manufacturer as a qualified operator of the equipment. The Design/Builder's submittal shall include an affidavit stating that only the certified operator(s) named shall be permitted to use the powder-actuated tool(s).

14. Only powder actuated tools of a safe, low-velocity, piston type which comply with all the requirements of OSHA regulations shall be allowed.

15. An operator of powder-actuated tools shall have on his/her person at all times the manufacturer's card certifying that he/she is a qualified operator. The Design Criteria Professional shall immediately suspend any work being conducted by operators not having such certification on his/her person.

16. The Design Criteria Professional the County or the Owner may suspend any work in progress using powder actuated fasteners and tools if such powder actuated work is deemed to be unsafe or is considered to be detrimental to the operation of the airport. Failure of the Design Criteria Professional, or the Owner to suspend any such work shall not impose any liability on the Design Criteria Professional, or the Owner.

17. Powder actuated fasteners are specifically prohibited from use in prestressed concrete structural members. The Design Criteria Professional may approve same after reviewing submittal data and after being satisfied as to procedures to be used to locate prestressed tendons.

18. Powder actuated fasteners will be disallowed when, in the opinion of the Design Criteria Professional, or the Owner, the noise from the powder-actuated tool would create disruption of airport operations.

19. This specification is intended to encourage the use of economical, efficient, structurally sound fastening systems, and to use them in a manner that is safe for the operators, other workmen, the public, and the structure.

P. SIGNS

The Design/Builder will provide, at a minimum, a construction sign as called for in the Contract Documents and Division 01 General Requirements or as requested by the Owner. This sign shall contain the required acknowledgement of project funding sources as outlined by the Owner.

In the event that the Design/Builder intends to put up other signage on or around the site that is not called for in the Construction Documents it shall be subject to review and approval by the Owner.

Q. INSURANCE REQUIREMENTS

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, iv, v, vi and vii below.

i. Commercial General Liability, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than Two Million dollars ($2,000,000), combined single limit per occurrence for bodily injury, death and/or property damage, not to exclude Products & Completed Operations, and Four Million dollars ($4,000,000) in the aggregate. Miami-Dade County must be shown as an additional insured for liabilities assumed by Design/Builder under the indemnification provisions of this Contract with respect to this coverage.

ii. Automobile Liability Insurance, covering all owned, non-owned, leased and hired vehicles used in connection with the work, in an amount not less than One Million dollars ($1,000,000), combined single limit per occurrence for bodily injury and property damage for each accident, and Five Million dollars ($5,000,000), if operating vehicles on the Airfield Operations Area (AOA), combined single limit for bodily injury and property damage liability. Miami Dade County must be included as an additional insured for liabilities assumed by Design/Builder under the indemnification provisions of this Contract with respect to this coverage.

iii. Design/Builder shall procure and maintain Contractor's Pollution Liability (CPL) insurance, applicable to the Work being performed, with a limit not less than Two Million dollars ($2,000,000) per claim or occurrence covering site assessment, site clean-up, third party claims and remediation expenses including, but not limited to governmental claims, legal defense costs, charges and expenses arising from any on-site and off-site loss, damage, expense, or claim related to the release or any threatened release of Hazardous Material.

iv. Workers' Compensation insurance as required by Chapter 440, Florida Statutes with Statutory Limits.

v. Not used.

vi. Professional Liability and Errors and Omissions insurance in the name of the Design/Builder and will provide or cause its Architect/Engineer of Record to provide, in an amount not less than Ten Million dollars ($10,000,000) per claim and Twenty Million dollars ($20,000,000) in the aggregate; provided that this requirement only applies to the extent of professional services performed by the Design/Builder. The Design/Builder will further require any Subconsultants (that are not the Design/Builder's Architect/Engineer of Record) that perform professional services to carry Professional Liability and Errors and Omissions insurance in an amount not less than One Million dollars ($1,000,000) per claim and Two Million dollars ($2,000,000) in the aggregate.

vii. Excess Liability or Umbrella Liability: Excess liability or umbrella liability insurance in an amount not less than twenty-five million dollars ($25,000,000) for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.

Insurance that the Design/Builder must ensure that all Subcontractors must carry at a minimum are as follows:

i. Commercial General Liability on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.
ii. Workers' Compensation as required by Chapter 440, Florida Statutes.
iii. Automobile Liability not less than One Million dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage for each accident, and Five Million dollars ($5,000,000), if operating vehicles on the Airfield Operations Area (AOA), combined single limit for bodily injury and property damage liability.

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 the Work 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 (with all confidential or proprietary information redacted) 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, MDAD, and their employees and agents as additional insureds for Design/Builder's liabilities assumed under the indemnification provisions of this Contract on all required insurance policies, except for Professional Liability and Workers Compensation policies.

C. The County shall, at its sole cost and expense, obtain and keep in force Builder's Risk course of construction insurance policy covering, on a full replacement cost basis, all insurable Design/Build Work at the Project Site; materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Project or for permanent use in the Project or incidental to the construction; all temporary structures at the Project Site that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project to the extent the cost thereof is included in the Design/Build Work while on or about the Project Site awaiting or during construction but not to include Design/Builder's equipment. Such Builder's Risk Policy:

a. shall be maintained until Final Completion;

b. shall be written on an all risk basis, including coverage for the perils of equipment breakdown, fire, flood, water damage, earth movement including earthquake, collapse, machinery breakdown, testing and commissioning of equipment, wind and hail and existing structures including named windstorm, and terrorism, and subject to annual aggregate sub-limits of not less than $50,000,000 for flood, $50,000,000 for named windstorm, and $50,000,000 for earth movement coverages. The County shall be responsible for any loss or damage that exceeds any limits and/or sublimits of the Builder's Risk Policy;

c. Deductibles: The maximum deductibles allowed shall be as follows:

1. All other perils $250,000
2. Earth movement $250,000
3. Water Damage other than flood $250,000
4. Named Windstorm 5% of values at the time of loss
5. Flood 5% of values at the time of loss
6. The Design/Builder shall not be responsible for any deductibles for Force Majeure events and such deductibles shall be borne by the County. For any losses for which Design/Builder shall be responsible, Design/Builder's deductible obligation shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) per occurrence. The Design/Builder's liability for any loss or damage to the Work shall be limited to the Two Hundred Fifty Thousand and 00/100 Dollars $250,000 monetary obligation as described in the preceding sentence regardless of whether or not there is coverage for such loss under the County-procured Builder's Risk Policy.

d. shall include LEG2 coverage;

e. shall include coverage for demolition and debris removal, ordinance and law, crane re-erection, increased cost of construction, and extra expense with sub-limits as mutually agreed by both parties based on project size and scope; provided, however, that the County shall be liable for losses exceeding such sub-limits;

f. shall include coverage for delay in completion covering the Design/Builder's soft costs, expediting expense, and other indirect construction costs necessarily incurred due to the delay in completion as mutually agreed by both parties. The limit will reflect 100% of recurring soft costs with an indemnity period of at least 12 months; provided, however, that the County shall be liable for losses exceeding such sub-limits;

g. shall include coverage for property while in inland transit and temporarily off-site in an amount of $5,000,000 and does not include property while at suppliers' or manufacturers' sites; and

h. shall include as named insureds the County, Design/Builder, and all Subcontractors.

i. shall include a waiver of subrogation in favor of Design/Builder and

Subcontractors.

j. The County shall provide Design/Builder with a copy of the Builder's Risk insurance policy required herein prior to commencement of the Work, which may include redactions of business proprietary information.

R. ART IN PUBLIC PLACES

This Project is subject to the provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), which provisions are incorporated herein by reference. Basic coordination services to be provided by the Design/Builder shall extend to include Art in Public Places Program ("APP") as more particularly described below:

In performance of the Work, the Design/Builder shall be responsible for all coordination related to the implementation of the Art in Public Places Program in conjunction with the Project. The coordination efforts shall involve at minimum the Design/Builder's Project Architect, Engineer, and any other designated representatives, as deemed appropriate by the Design/Builder, to facilitate the design and construction of the Art Scope in regards to the Project.

The Design/Builder shall collaborate with APP in the development of concepts and or public art opportunities for the Project and the Work Site. The Director of the County's Department of Cultural Affairs shall approve the final selection of concepts, locations, and or opportunities incorporated and described in the final Call to Artist for the Project. The APP Trust shall make final determination of the artist or artists (the "Artist," collectively) upon recommendation of the APP Professional Advisory Committee ("PAC").

The Design/Builder is expected to attend all meetings related to the implementation of the APP Program including, but not limited to:

1. APP orientation meeting(s) with staff to discuss and determine the scope of the APP program as related to the Project; and
2. PAC meetings, including one during the Artist pre-selection phase and one during the Artist Proposal Review and recommendation phase.

APP Program Intent: APP is committed to the collaboration of the Artist with the Design/Builder for the Project, other County authorities overseeing the management of the Project (where applicable), and the end-user (where applicable); all as required to fulfill its obligations as described under the Art in Public Places Procedures Manual 358 to promote the successful integration of the artwork and the Site.

Collaborative efforts shall, by definition, include the Artist as a member of the Design Team and the continuous and proactive involvement of the Design/Builder and its designees, the Artist, and designated APP staff during all phases of the Project development, all as required to ensuring that the requisites of form and function, with respect to both the building architecture and Art, are satisfied and do not conflict with one another. APP staff will be involved in all aspects of administering the Art selection and the implementation process and will make themselves available to render assistance to the Design/Builder as may be required to facilitate the integration of Art in the Project and Site, including but not limited to providing expert advice on matters intrinsic to the public art processes.

Coordination of APP Design & Construction Documents Development: In consultation with APP and the Artist, the Design/Builder shall make all the necessary provisions and coordinate the development and/or incorporation of the Art Scope of Work ("Art Scope"), including any

architectural/engineering details and/or specifications into the Construction Documents for the Project, irrespective of whether developed by the Design/Builder or provided by the Artist's own forces. The Design/Builder shall coordinate and/or develop the design of elements necessary for the Art Scope such as means of attachments, electrical, mechanical, and plumbing systems, or other utility installations and/or connections that represent ancillary elements to the Art, in a manner consistent with both the APP's intent and in compliance with applicable building code.

Whenever possible, and prior to the start of the Project's construction phase, the Design/Builder shall provide technical support, including but not limited to assisting the Artist in the development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Construction Documents. The Design/Builder shall itemize and assign building construction unit costs for Work that is mutually agreed among the Design Criteria Professional (DCPr), Design/Builder and Design/Builders A/E of Record, Artist, and APP to be consequential to the Art. This estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "descoping" to the building architecture due to integration of architectural elements or functions within the Art Scope ("Building Credit"). The Design/Builder and APP staff shall in good faith negotiate and agree on the final estimate of construction costs to be paid to the Project from the Artwork allocation or credited by the Project as a construction credit to the Artwork scope.

APP Construction Coordination: The Design/Builder shall coordinate the review and comment (as may be applicable) of shop drawings developed by the Trade Design/Builders that incorporate elements intrinsic to the Art, and any shop drawings or engineering documents developed by the Artist for compliance with the Construction Documents. The Design/Builder shall allow the Artist/APP to secure required building sub-permits as applicable to implementation of the Art (Artist to pay for all costs associated with permitting of the Art Scope) regardless of whether the Art scope of work is performed by Subcontractors already under contract with the Design/Builder or by other qualified Subcontractor hired directly by the Artist/APP to provide the quality of work and services required of the fabrication and installation of the Art scope.

The Design/Builder shall provide input on recommended construction procedures/ approach and shall coordinate the installation of the Art with the Artist during the construction and shall assist the Artist and APP in the resolution of issues pertaining to construction coordination for the Art in a manner consistent to that of managing other subcontract work. The Design/Builder shall periodically monitor the progress of construction and inspect, along with the Artist and APP Representative, work by the Artist own forces and Project Trade Design/Builders for compliance with the Construction Documents.

Basic Timeline for APP Coordination Efforts

Client Team - Milestone	**APP Team - Activity**
Upon Contract Award	APP introductory Kick-Off mtg w/ Client team
Schematic Design	APP and client to define opportunities for issuance of Call to Artist / This resembles the RFP process and usually takes around 3 months
Design Development	Commissioned Artist fully develops the artwork design documents
Construction Documents	Artist prices out fabrication and installation services and produces mockups & samples as needed to establish the final qualities and characteristics of the work. APP manages permitting process as required per commission scope

Construction Administration	Artist release artwork fabrication contract and engages qualified & licensed subs to perform any construction-related service to accommodate the artwork installation
TCO	Artwork is substantially complete and final punch list is issued
CO	Artwork is 100% complete and documented per APP contractual requirements

S. Salvage

Ownership of all existing equipment and materials, surplus excavation, etc. to be removed shall remain with the County. Upon issuance of NTP, the Design/Builder and the County shall have a walkthrough of the project to determine and develop an inventory list of what the County may want to salvage. Materials and equipment determined not to be salvaged, shall become the property of the Design/Builder, who shall legally dispose of such equipment, materials, and surplus excavation at a legal disposal site(s) provided by and at the expense of the Design/Builder, away from the project site.

All equipment and materials to be salvaged for the County's use, shall be transported by the Design/Builder, and delivered to a location(s) to be determined by the County on airport property. The Design/Builder shall obtain a receipt for all such deliveries. Copied of receipts are to be attached to the inventory list and provided to the County's Field Representative for the project record.

The Design/Builder shall exercise due caution in the removal, dismantling, and handling of the equipment and materials to be salvaged for the County's use. Refer to the DCP for some specific preparation instructions in salvaging of certain equipment such as the J2 passenger boarding bridge.

The Design/Builder shall be liable for losses and damage resulting for the Design/Builders handling of the equipment and materials to be salvage for the County's use.

Notwithstanding the above, it should be noted that some equipment and materials contained in Building 3078, scheduled for demolition, is the property of the tenants and ownership, relocation, and/or disposal of this equipment and materials remains with them.

T. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

A. The Design/Builder shall comply with the following Disadvantage Business Enterprise (DBE) Design of 20% Goal.

Contract Assurance **(49 CFR § 26.13)** - The Design/Builder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design/Builder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design/Builder to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the Design/Builder from future solicitation as non-responsible.

Prompt Payment - The Design/Builder agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its contract no later than days stated in Article 9, Section A.6 of General Contract Conditions, Prompt Payment from the receipt of each payment the Design/Builder receives from Owner. The Design/Builder agrees further to return retainage payments to each Subcontractor within days stated in Article 9, Section A.4 of General Contract Conditions, after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

B. The Design/Builder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts whenever the work under this contract is financed in whole or in part with Federal funds. In this regard the Design/Builder shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Design/Builder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. Refer to Exhibit 2 Disadvantaged Business Enterprise (DBE) Participation Provisions Proposer.

The Design/Builder shall comply with the following Disadvantaged Business Enterprise - Construction goal of 7.79%.

Contract Assurance – Refer to letter A above.

END OF ARTICLE