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

MEMORANDUM

Agenda Item No. 8(K)(3)

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

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution waiving competitive bidding procedures pursuant to section 5.03(d) of the Home Rule Charter and section 2-8.1 of the County Code by a two-thirds vote of the Board members present and approving award of a bid waiver contract to RUDG Harry Cain, LLC, a subsidiary of RUDG, LLC, in an amount not to exceed $11,600,000.00 for the demolition of the Harry Cain public housing building located at 180 NE 5 Street (490 NE 2 Avenue), Miami, Florida 33132; and authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and exercise all provisions of the contract, including any termination, extension, and amendment provisions, pursuant to section 2-8.1 of the code of Miami-Dade County and Implementing Order 3-38

Resolution No. R-1065-25

The accompanying resolution was prepared by the Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.

for
Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2025

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

From: Daniella Levine Cava
Mayor

Subject: Recommendation to Approve Developer's Agreement to Award a Non-Competitive Demolition Contract to RUDG Harry Cain, LLC, a Subsidiary of RUDG, LLC, for the Demolition of the Harry Cain Public Housing Building

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Executive Summary

This item seeks a waiver of competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds vote of the board members of the Miami-Dade County Board of County Commissioners ("Board") members present and awards a demolition contract to RUDG Harry Cain, LLC, a subsidiary of RUDG, LLC ("RUDG") for the purpose of demolishing the Harry Cain public housing building known as Harry Cain located at 180 NE 5 Street, also referred to as 490 NE 2nd Avenue, Miami, Florida 33132 (Folio No. 01-0107-090-1030) ("County Property"). Pursuant to RUDG's agreement with Miami-Dade County, RUDG shall utilize The BG Group LLC as the contractor to undertake the demolition of the Harry Cain building. The County Property was utilized by the Department of Housing and Community Development ("Department") as a public housing site. However, due to health and safety issues the existing building was shuttered, and the residents were relocated in 2019. More specifically, the County-owned 14-story building, located adjacent to an elevated rail line and a fire station and near Miami-Dade College (the "College"), has been cited for unsafe structure conditions and contains asbestos and other hazards, and its current state poses urgent safety and security concerns due to deterioration, unauthorized entry, and its close proximity to critical public facilities, including a Metromover station and rails, and student populations. Therefore, pursuant to section 255.20(c)(1) of the Florida Statutes, due to urgent circumstances, the demolition of the damaged and unsafe building is necessary to address an immediate and ongoing danger to the public health and safety and avoid any interruptions of an essential governmental service. RUDG currently has a leasehold interest in the County Property resulting from the Board's award of development rights to RUDG pursuant to Resolution No. R-855-13.

On July 16, 2024, the Board adopted Resolution No. R-696-24, which, in part, directed the County Mayor or County Mayor's designee, subject to the United States Department of Housing and Urban Development's ("HUD") approval of the County's demolition and disposition application for Harry Cain, to negotiate a demolition contract with RUDG, and to present a written recommendation to the Board as to whether the County should enter into such demolition contract. On November 19, 2024, HUD approved the County's demolition and disposition application. Following HUD's approval, the Administration negotiated a demolition contract with RUDG. The demolition of the Harry Cain building is a condition of the land exchange agreement between the County and Miami-Dade College, which requires the Harry Cain building to be demolished prior to the College agreeing to exchange its property located at 200 NE 3rd Street, Miami, Florida (Folio Nos. 01-0110-000-1100, 01-0110-000-1110, and 01-0110-000-1120) ("College Property") for the County Property. The land exchange agreement will be presented to the Board for its approval in a separate item.

Recommendation

It is recommended that the Board waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds vote of the Board and award the contract for the demolition of Harry Cain to RUDG in an amount up to but not exceeding a total of $11,600,000.00. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute the contract on behalf of Miami-Dade County and exercise all provisions contained therein, including, but not limited to, termination, extension, and amendment provisions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Scope

The project scope consists of, and is not limited to, the successful 100% turnkey top-down controlled demolition of the Harry Cain Public Housing Building, 180 NE 5 Street (490 NE 2 Avenue), including but not limited to capping of existing utilities, hauling and proper disposal of demolished materials and any hazardous materials from the site daily during demolition, site clearing and grading the site, filling, sodding and fencing with signage according to the building code as applicable and in full compliance with the Department of Transportation and Public Works (DTPW) Permit Agreement. This project is in District 5, which is represented by Commissioner Eileen Higgins.

Fiscal Impact/Funding Source

The fiscal impact is not to exceed a total of $11,600,000.00 funded by Federal Funds through the Department's Public Housing Capital Fund.

Track Record /Monitor

Nathan Kogon (Department Director), Sarah Riggs (Department Development Project Manager), and Indira Rajkumar-Futch (Procurement Contracting Manager), will be responsible for the implementation and monitoring of the demolition contract.

Delegated Authority

Upon the approval of this item, the County Mayor or County Mayor's designee will have the authority to execute the demolition contract, and exercise all provisions of the contract, including any termination, extension, and amendment provisions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Background

The County Property is a 22,430 square foot parcel with a 14-story, 154-unit public housing facility, located at 180 NE 5 Street (490 NE 2nd Avenue), Miami, Florida 33132 (Folio No. 01-0107-090-1030). On October 22, 2013, the Board adopted Resolution No. R-855-13, which awarded development rights for the redevelopment of the Harry Cain through the competitive selection to RUDG, and authorized the County Mayor or County Mayor's designee to execute a long-term ground lease agreement ("Ground Lease") with RUDG. The Ground Lease was executed with RUDG on October 31, 2013.

On November 19, 2019, the Board adopted Resolution No. R-1181-19, which directed the County Mayor or County Mayor's designee to execute relocation agreements with the Harry Cain residents who had to be relocated due to the closure of the facility for health and safety issues. The building has been closed since 2019 and more than 100 residents were relocated to other housing developments such as Sawyer's Walk located at 249 NW 6th Street, Miami, Florida 33136.

On March 6, 2024, Miami-Dade College issued a letter of intent to convey a larger, higher-valued property at 200 NE 3rd Avenue, consisting of three contiguous parcels to the County in exchange for County Property. The College Property is also more regularly shaped than the County Property, potentially allowing for the development of more affordable units. As such, the Board recognized that retaining the County Property was not in the best interests of the County. As a result, on July 16, 2024, the Board adopted Resolution No. R-696-24, which, in part, directed the County Mayor or County Mayor's designee, subject to HUD's approval of the County's demolition and disposition application for Harry Cain, to negotiate a demolition contract with RUDG, and to present a written recommendation to the Board as to whether the County should enter into such demolition contract. On November 19, 2024, HUD approved the County's application to demolish the building and transfer the public housing subsidies of the 154 units from Harry Cain to other properties being developed with affordable housing. On October 1, 2024, the Board adopted Resolution No. R-856-24, which approved an appropriation of up to $7,000,000.00 in Public Housing Capital Fund to RUDG for the demolition of the building. This funding approval includes an allocation of $344,816.00 for the pre-demolition contract for architectural and engineering services that was executed on June 26, 2025, with RUDG for Harry Cain demolition services.

The Administration has negotiated a contract with RUDG for the demolition of the Harry Cain building. The terms of the contract are as follows:

a. A 100% turnkey, controlled top-down demolition of the Harry Cain for an amount not to exceed amount of $11,600,000.00 inclusive of $550,000.00 Developer's Fee.
b. The demolition schedule shall not exceed 24 months to allow the County to adhere to the terms and conditions precedent to conveyance of the Land Exchange Agreement with the Miami-Dade College.
c. RUDG shall backfill, grade, sod, and fence the property with no trespassing signage as per the terms of agreement in the Land Exchange.
d. Full compliance with the approved and permitted demolition and protection plans, and DTPW adjacent construction requirements and Permit Agreement.
e. RUDG shall cause the Contractor to secure and comply with a fully executed DTPW Permit Agreement prior to any pre-demolition and or demolition work in the area including staging within 50 feet of the Metro-Mover.
f. RUDG shall closely coordinate with the adjacent City of Miami Fire Department to ensure MOT and demolition operations do not impede their egress and ingress especially during emergencies.

Due Diligence Review

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with Strategic Procurement Department's procurement guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

• The two percent User Access Program provision does not apply.
• The Small Business Enterprise Selection Factor and Local Preference do apply.

- The Living Wage does not apply as the services are not covered by the Ordinance.
- The Davis-Bacon Wage does apply.
- Section 3 of the Housing and Urban Development Act of 1968 Compliance applies.
- Sustainable Building Ordinance and Implementing Order 8-8 applies.

Attachments

Jimmy Morales
Chief Operating Officer

MEMORANDUM

(Revised)

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

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(3)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(3)
11-4-25

RESOLUTION NO. R-1065-25

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND APPROVING AWARD OF A BID WAIVER CONTRACT TO RUDG HARRY CAIN, LLC, A SUBSIDIARY OF RUDG, LLC, IN AN AMOUNT NOT TO EXCEED $11,600,000.00 FOR THE DEMOLITION OF THE HARRY CAIN PUBLIC HOUSING BUILDING LOCATED AT 180 NE 5 STREET (490 NE 2 AVENUE), MIAMI, FLORIDA 33132; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY TERMINATION, EXTENSION, AND AMENDMENT PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY AND IMPLEMENTING ORDER 3-38

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

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

Section 1. The matters contained in the foregoing recitals and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board finds in the best interest of the County to waive competitive bidding requirements of section 2-8.1 of the Code of Miami-Dade County, Florida, and section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present, and approves award of bid waiver contract to RUDG Harry Cain, LLC, a subsidiary of RUDG, LLC, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, for

the demolition of Harry Cain Public Housing Building for the Housing and Community Development Department and clearance of the site in an amount not to exceed $11,600,000.00.

Section 3. This Board further authorizes the County Mayor or County Mayor's designee to execute the contract on behalf of Miami-Dade County, and to exercise all provisions of the contract, including any termination, extensions and amendment provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

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

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

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**absent**	Keon Hardemon	**aye**
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 4th day of November, 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.

Terrence A. Smith

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into and made effective as of the _____ day of _____, 2025, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "**County**"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136 and RUDG HARRY CAIN, LLC, a Florida limited liability company (the "**Developer**"), having an office and place of business at 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133 (Developer and County each, a "**Party,**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the County owns the property located at 180 NE 5 Street (also referred to as 490 NE 2nd Avenue), Miami, Florida 33132 (Folio No. 01-0107-090-1030), described on Exhibit A and consisting of approximately 22,430 square feet, which is improved with a 14-story, 154-unit building public housing development known as Harry Cain (the "**County Property**");

WHEREAS, Harry Cain is in a state of disrepair and due to health and safety issues the existing building was shuttered, and the residents were relocated in 2019;

WHEREAS, pursuant to Section 125.37, Florida Statutes, the County desires to exchange the County Property for three contiguous parcels owned by the District Board of Trustees of Miami Dade College ("College"), Florida, and located at 200 NE 3rd Street, Miami, Florida (Folio Nos. 01-0110-000-1100, 01-0110-000-1110, and 01-0110-000-1120); and

WHEREAS, the County has agreed to demolish the existing improvements on the County Property and remove all debris relating thereto, as a condition to the conveyance of the County Property to the College (the "**Project**" or "**Demolition Project**").

WHEREAS, the County, pursuant to Resolution No. R-696-24, desires to award a non-competitive contract to the Developer, an affiliate of RUDG, LLC ("RUDG"), to provide a 100% turnkey demolition of the Harry Cain Building, pursuant to the terms and conditions set forth herein the Scope of Services.

WHEREAS, the County Property is currently subject to a ground lease between the County and Harry Cain Tower Preservation, LLC, an affiliate of **RUDG** approved by the Board pursuant to Resolution No. R-855-13 for the redevelopment of the County Property;

WHEREAS, in accordance with Resolution No. R-696-24, the County administration requested and has received approval from the United States Department of Housing and Urban Development of the County's demolition and disposition application to dispose of the County Property in exchange for the College Property; and

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS; DEFINED TERMS

The Parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement. The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) "Agreement" or "Contract" shall mean this Development Agreement inclusive of all attachments, all amendments, supplements, addenda or renewals thereof.

(b) "Applicable Law" shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Land and/or the Project.

(c) "Authority Having Jurisdiction" shall mean all entities responsible for enforcing codes, standards, and regulations within the area of the Demolition Project.

(d) "Board" shall mean Miami-Dade County's Board of County Commissioners.

(e) "Business Day" shall mean any day other than a Saturday, Sunday or legal County or Bank Holiday in Miami Dade County.

(f) "Contractor" or "Subcontractor" shall mean The BG Group, LLC, a for-profit Florida limited liability company, selected by the Developer to perform the demolition services for the Harry Cain public Housing Building at 180 NE 5 Street (also referred to as 490 NE 2 Avenue), Miami, FL 33132.

(g) "Commencement of Demolition" shall mean the later of the filing of the notice of commencement under Section 713.13 of the Florida State Statutes and the visible start of work on the Project. The phrase "visible start of work" shall not include testing, surveying, or other due diligence activities, but shall instead mean significant site work such as land clearing and/or the commencement of excavation.

(h) "County" shall have the meaning set forth in the preamble of this Agreement.

(i) "County Representative" shall mean the primary contact for the Developer on behalf of the County in connection with this Agreement and any submissions, approvals, consents, joinders or inquiries with respect to this Agreement and the Project. The County may replace the County Representative at any time with written notice to the Developer upon the replacement. The County Representative shall be the Director of the County's Department of Housing and Community Development or their designee.

(j) "Demolition Agreement" shall mean this Agreement between the Developer and the County for one hundred percent (100%) turnkey demolition services for the Harry Cain

Public Housing Building at 180 NE 5 Street (also referred to as 490 NE 2 Avenue), Miami, FL 33132.

(k) "Demolition Contract" shall mean the contract between the Developer and Contractor for the demolition services for the Harry Cain Public Housing Building at 180 NE 5 Street (also referred to as 490 NE 2 Avenue), Miami, FL 33132.

(l) "Demolition Plans" shall mean the permitted demolition plans prepared by the Project Engineer.

(m) "Demolition Project" shall mean the one hundred percent (100%) turnkey demolition services for the Harry Cain Public Housing building inclusive of utility capping, site clearance, debris removal, grading, sodding and fencing of site according to all federal, state, and local requirements.

(n) "Developer" shall have the meaning set forth in the preamble of this Agreement.

(o) "Developer Fee" shall mean a fee paid to the Developer in the amount not to exceed, Five Hundred and Fifty Thousand and 00/100 Dollars ($550,000.00) for managing the demolition project.

(p) "Developer Representative" shall mean the primary contact for the County on behalf of the Developer in connection with this Agreement and any submissions, approvals, consents, joinders or inquiries with respect to this Agreement and the Project. The Developer may replace the Developer Representative at any time with written notice to the County upon the replacement.

(q) "Draw Request" shall mean Developer's request for reimbursement for work performed according to the Project Schedule of Values.

(r) "DTPW" shall mean Miami-Dade County Department of Transportation and Public Works.

(s) "DTPW Permit Agreement" shall mean that certain agreement between the Contractor and DTPW that shall grant permission with conditions to work in close proximity to the transportation infrastructure, specifically, the raised Metro-Mover platform.

(t) "Effective Date" shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

(u) "Event of Default" shall mean a material breach by either Party as further defined in the Agreement.

(v) Force Majeure" shall mean, under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties that occurs after the Effective Date that, in each case, has a material adverse effect on a Party's ability to perform its obligations hereunder.

(w) "Liens" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, in each case, in the nature of security.

(x) "Maximum County Contribution" shall mean an amount not to exceed $11,600,000 allocated by the County for the turnkey Demolition Project inclusive of Developer's Fee.

(y) "MOT Plan" shall mean the Maintenance of Traffic Plan.

(z) "Permits" shall mean any and all development, zoning, platting, subdivision, site plan, design, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Authority Having Jurisdiction pertaining to the Project.

(aa) "Persistent Developer Breach" shall mean a material breach of this Agreement by the Developer that (i) continues for more than thirty (30) consecutive days or (ii) occurs three (3) or more times within any twelve (12) month period.

(bb) "Project" shall have the meaning set forth in the recitals of this Agreement.

(cc) "Project Costs" shall mean all costs incurred in connection with the completion of the one hundred percent (100%) turnkey Demolition of the Project inclusive of planning, design, development, demolition and all tasks associated with the execution and completion, site clearing, backfill, sodding, fencing and signage of the Demolition Project as required by all Federal, State and Local laws, mandates, and requirements and shall include no other costs.

(dd) "Project Engineer" shall mean a qualified Florida certified engineer hired by the Developer to develop construction documents and to monitor the demolition project.

(ee) "Protection Plan" shall mean the permitted Protection Plans prepared by the Project Engineer.

(ff) "Scope of Services" shall mean Exhibit B, Scope of Services to this Agreement inclusive of the approved Permitted Demolition Plan and the Protection Plan, MOT, DTPW Agreement and all requirements, and amendments thereof to any of the aforementioned

documents, and any and all items that is deemed necessary to execute a one hundred percent (100%) turnkey demolition project and as is applicable by all Authority Having Jurisdiction.

(gg) "Term" shall mean from the Effective Date until the date that is twenty (20) months after the Commencement of the Demolition as such term may be extended pursuant to the terms of this Agreement.

(hh) "Turnkey Services" shall have the meaning a comprehensive approach where the Developer gets paid a single sum for the complete one hundred percent (100%) turnkey demolition project and takes full responsibility for a project, from the initial design and procurement of materials and equipment to all demolition work, finishing such as grading and filling, sodding, fencing and signage, through final inspections approval for handover at full completion meeting all required and mandated specifications, restoration of damages including tree and vegetation replacement as applicable. The Developer manages all aspects, including hiring subcontractors and the Project Engineer, securing permits, and adhering to schedules and budgets, providing a single point of accountability.

(ii) "Unavoidable Delay" shall have the meaning of any act required hereunder in each case, other than a payment obligation, by reason of (i) a Force Majeure event, (ii) a material breach by another Party of obligations that is necessary to complete the Scope of Services under this Agreement, (iii) stoppage required by a Court of Law or (iv) delays associated with Florida Power & Light Company's (FPL) or its third-party Developers' completion of the FPL Work.

ARTICLE 2. DESIGN AND DEMOLITION

The Parties have agreed that the Developer is responsible to provide Turnkey Services for Demotion Project in accordance with the procedures, requirements and Scope of Services set forth in this Agreement.

(a) The Developer shall undertake the Demolition Project in accordance with the specifications and deadlines set forth in this Agreement and shall achieve the substantial completion of the Demolition Project within eighteen (18) months of the Commencement of Demolition, subject to extension for Unavoidable Delay. The Developer shall obtain the Permits on or before [60 days] following the Effective Date, subject to Unavoidable Delay. In addition thereto, the foregoing dates may be extended provided that such dates may also be subject to one extension of time for a time period not to exceed six (6) months, if approved in writing by County Mayor or County Mayor's designee, in their sole discretion, with such approval not to be unreasonably withheld, conditioned or delayed.

(b) The County will provide a project allocation in the amount not to exceed $11,045,000.00 for the Turnkey Services in accordance with the Scope of Services contained within the Agreement (the "Demolition Budget"), plus the Developer Fee set forth in Section 4(a), for a total County allocation for the Project in the amount not to exceed $11,600,000.00 (the "Maximum County Contribution"). The Developer shall be responsible for ensuring that all tasks required for the successful completion of the Turnkey Services in accordance with the Scope of Services within this document inclusive of the Demolition Plan, Protection Plan, and requirements of the MOT Plan and DTPW Permit Agreement, must be included in the total cost. Any and all Project Costs in

excess of the Maximum County Contribution, shall be borne by the Developer. The Developer shall be responsible for the selection, oversight, and management of all contractors, engineers and subconsultants necessary to complete the Project in a diligent, competent and professional manner all in accordance with the provisions of this Agreement which includes consultation with and approval by the County, such approval not to be unreasonably withheld, conditioned or delayed, and consistent with Section 2(e)(xi). In undertaking the development, planning and demolition of the Project, Developer shall comply, and shall cause its Contractor and subconsultant(s) to comply and with the Scope of Services and all Applicable Laws, requirements and mandates.

(c) Funding. The County shall allocate an amount **not to exceed** a flat fee for the demolition in the total sum of the Maximum County Contribution available for the demolition of the Project which shall be undertaken by the Developer's Contractors pursuant to the terms of this Agreement. Notwithstanding the foregoing, the Maximum County Contribution is not inclusive of the amount of $344,816.00 which was previously approved in a Pre-Demolition Professional Services Agreement, between RUDG and the County, dated June 26, 2025.

The County shall fund the total project costs as established in the County-accepted Project Schedule of Values, the form and content of which shall be subject to the County's reasonable approval, with the proposed Schedule of Values to be submitted by the Developer within fifteen (15) days of the execution of this Agreement, Subject to the Maximum County Contribution, the County shall pay Developer on a reimbursement basis, (based on Developer's invoices and supporting documentation provided to the County on a schedule as detailed in this Agreement, including but not limited to Capital Project Payment Certificate (County Form 1028-CP) and Contractors' and subcontractors' invoices, and releases of lien. During the demolition phase of the Project, the County shall withhold five percent (5%) of each invoice as retainage in order to ensure satisfactory completion of the Project. Retainage shall be released in accordance with the Agreement and Section 218.375, Florida Statutes.

(d) Design Professionals and Developer. Developer is responsible for selecting appropriately licensed and qualified architects to design and engineer the Project . Developer has identified The BG Group LLC, a Florida limited liability company, as the Contractor to undertake the necessary demolition work and site clearing services for the Project. Developer intends to apply for an exemption to the competitive bidding requirements of Section 255.20, Florida Statutes, for the Project as part of the County's approval of this Agreement and the County's execution of this Agreement will be proof that the exemption has been approved by the County. The Developer shall oversee and ensure that the design professionals work together with the Developer during: (i) the permitting process in order for the County to be confident as to the quality of the Project; and (ii) the demolition process in order to minimize errors and demolish the building in accordance with the approved Demolition Plans.

(e) The first phase of the Project, the **Permitting Phase** shall consist of the following elements:

(i) The Developer will obtain a survey of the Land. The survey shall be certified to the County, and may be certified to any other party identified by Developer.

(ii) During the Permitting Phase, the Developer shall cause the preparation of detailed design drawings of the Project (the **"Demolition Plans"**). The Demolition Plans shall illustrate and describe the further development of the Project, setting forth the quality levels of materials and other requirements for the demolition and site clearing work for the Project.

(iii) The Developer shall provide the fifty percent (50%) completed demolition plans to the County for the County's review, comment and approval. The Developer shall incorporate all of the County's comments and revisions into the 50% demolition plans. The Developer shall provide one hundred percent (100%) of the completed demolition plans to the County for the County's review, comment and approval. The Developer shall incorporate all of the County's comments and revisions consistent with the terms of this Agreement into the one hundred percent (100%) completed demolition plans.

(iv) The Parties acknowledge and agree that the final Permits cannot be issued, and the Demolition Project cannot commence, until FPL and/or its third-party contractors install a transformer on adjacent property located at 144 N.E. 5th Street owned by the City of Miami, in order for an FPL electrical vault currently located on the County Property (which vault currently provides electrical service to the County Property and the adjacent City of Miami Fire Station 1) to be de-energized (the "**FPL Work**"). In view of the need for continuous, uninterrupted electrical service to the City of Miami Fire Station 1, the Parties agree to reasonably cooperate with each other, and with FPL and its third-party contractors, to assist with the expediting of the FPL Work, and further agree that any delays caused by FPL or its third-party contractors in completing the FPL Work shall constitute an Unavoidable Delay. In the event of any such Unavoidable Delay, the Parties further agree to cooperate with each other to mitigate any such delays to the fullest extent possible, such as by scheduling work (such as, but not limited to, any required asbestos removal work) to be completed pending the completion of the FPL Work and the issuance of the final Permits. During the FPL Work period, the Developer shall pursue the approval of all required permitting for the Demolition Project. The Developer shall cause the Commencement of Demolition to occur within thirty (30) days after all necessary Permits for the demolition of the Project have been obtained, subject to extension for Unavoidable Delay.

(v) Within thirty (30) days after the County and all other Authority Having Jurisdiction have approved all of the necessary Permits for the Demolition Project, the Developer shall enter into a Demolition Contract with Contractor for demolition of the Project in accordance with the final demolition plans, incorporating the all terms, conditions and project requirements set forth in **Exhibit B**. Developer shall achieve substantial completion of the Project within eighteen (18) months after Commencement of Demolition with final completion and all punch list items to be completed within sixty (60) days thereafter, subject to extension for Unavoidable Delay.

(vi) In the event the cost of the Demolition Services set forth in the Demolition Contract and other Project Costs exceed the Maximum County Contribution, the costs shall be borne solely by the Developer.

(vii) During the Permitting Phase, the Developer shall provide the County with a set of the final signed Demolition Plans and in both electronic and hard copy formats along with CADD drawings. In the event any change is proposed after approval of the Demolition Plans other than minor revisions, then Developer must submit the proposed changes to the Demolition Plans for the County's approval. No minor changes in the Demolition Plans shall be allowed which if compounded shall result in materially increasing the total Project Costs or materially extend the time to achieve substantial completion of the Project and which are necessary to comply with Applicable Laws. All costs increase over the single sum project allocation by the County shall be borne by the Developer.

(viii) The Developer shall obtain and shall record in the public records of Miami-Dade County, Florida, a statutory payment and performance bond in compliance with Section 255.05, Florida Statutes for the full amount of the demolition cost of the Project and which names the County as an additional obligee and beneficiary thereof.

(ix) The Developer will act as Contractor and construction manager for the Demolition Phase. Developer shall cause the Commencement of Demolition to occur within thirty days (30) days after all necessary Permits for the demolition of the Project have been obtained,, as such date may be extended for Unavoidable Delay or by the County Mayor or County pursuant to Section 2(a) of this Agreement.

(x) The Developer will enforce the Demolition Contract while assuming full responsibility for supervising the complete performance for all of the work under the Demolition Contract, and for the methods, means, and equipment used in performing the Demolition Contract and for all materials, tools, apparatus, and property of every description used in connection therewith. The Developer will ensure that a Project Engineer is engaged for the Demolition Project who shall perform all necessary inspections to ensure adherence to the Demolition Plan specifications and shall provide approval of associated pay applications.

(xi) The County will cooperate with Developer and Contractor during the Demolition Phase in executing necessary documents and permits necessitated by its status as owner of the Land and the Project and provided that such cooperation does not require the expenditure or commitment of any County funds beyond that specified in this Agreement.

(xii) The Developer and County will review all of Developer's applications for payment. Such applications for payment will be approved by the Project Engineer. Developer shall pay for the costs of the demolition of the Project before seeking reimbursement from the County for the costs thereof.

(xiii) The County has full ownership rights of all project documentation. After Completion of Demolition of the entire Project, the Developer shall provide to County two (2) sets of As-Built Plans, and two CADD / Revit / any applicable electronic files CDs for the Project. Developer shall require the preparer of the Demolition Plans to grant, in writing, the County a perpetual license to use the Demolition Plans .

(xiv) After Completion of Demolition for the Project, Developer shall warrant to the County for a period of one (1) year, that the condition of the Project shall be in good, workmanlike condition and free of any defects.

(xv) Altogether, the term of the Agreement shall not exceed a period twenty-four (24) months of the Effective Date of the Agreement, excluding Unavoidable Delays, cure periods for breach, and any extensions granted by the County Mayor or County Mayor's designee pursuant to Section 2(a) of this Agreement.

ARTICLE 3. CONSTRUCTION MANAGER

Prior to commencement of design of the Project, a Project Manager may be assigned by the County during the Permitting Phase and the Demolition Phase of the Project. The County Project Manager may monitor compliance with the terms and conditions of this Agreement relating to the Project; and perform periodic site visits and reviews to monitor compliance with the scope of services and schedule during the design and construction of the Project. The Developer shall invite the Project Manager to all of the progress meetings, construction meetings, and site visits of the Project.

ARTICLE 4. DEVELOPER FEE

The Developer shall be paid a fee in the amount of Five Hundred Fifty Thousand and 00/100 Dollars ($550,000.00) ("Developer's Fee"). The Developer's Fee for the Project which shall be paid in accordance with the County-approved Schedule of Values and commensurate with the progress of the work.

(a) Developer, as construction manager, has or shall make all applications as are required for the issuance of Permits for the construction of the Project. Developer shall diligently pursue such applications. County shall cooperate with Developer in connection with such permit applications by providing any required signatures or approval as required by the Authority Having Jurisdiction. County shall provide its signature to any such document within fourteen (14) days after request of Developer or shall, within such fourteen (14) day period provide any revisions or comments to be addressed by Developer prior to the County being able to provide its signature and approval.

(b) The Developer shall enter into a written agreement with the Contractor, which agreement shall (i) incorporate, and be consistent with, all of the terms and conditions of this Agreement, and (ii) provide that the County is an express third-party beneficiary to such contract. The Developer shall cause the Contractor to comply with all Applicable Laws, including those specifically set forth in this Agreement. The Developer shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

(c) Developer shall not allow any Encumbrances to be placed on, or to cloud title of, County's fee simple interest in the Land. and shall indemnify County for any costs, expenses, or damages County incurs by reason thereof.

(d) **Commencement and Completion of Demolition.** The Developer shall be responsible for the management of the Demolition Project in accordance with the final permit plans and Scope of Services; the quality and workmanship shall be in accordance with the Demolition Plans for the Project; and the work shall comply with all permits and applicable Laws and shall not be materially changed unless recommended by the Project Engineer as deemed to be necessary or the Authority Having Jurisdiction. The Developer shall seek approval from the County accordingly prior to the recommended change unless that change is required for a life safety emergency. The County, via, the County Project Manager, shall be notified immediately of any such emergency by phone and in writing. Such approval shall not be deemed as a substitute for approval from any Authority Having Jurisdiction which issues permit and whose approval of modifications is required. All construction shall be performed by licensed contractors and subcontractors, provided that such contractors and subcontractors are in good standing with the County.

(i) During the demolition Phase, the County Project Manager may attend construction meetings, as needed, and periodically visit the Project to review the progress of demolition to ensure adequate performance and conformity with the approved final Demolition Plans.

(ii) In addition to the regular construction meetings, the Developer may schedule and coordinate a pre-construction meeting, a 50% progress meeting, a 75% progress meeting and a 100% substantial completion walk-thru meeting with the County Project Manager.

The County Project Manager may provide input to the demolition punch-list items and may coordinate with the Developer for the final acceptance of the Project once all work has been completed and all permits have been approved and closed by all Authority Having Jurisdiction.

ARTICLE 5. BINDING EFFECT

All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

ARTICLE 6. BREACH; EVENTS OF DEFAULT

(a) Each of the following events shall constitute events of default of the Developer hereunder (collectively, the "**Developer Events of Default**"):

(i) a material breach by the Developer of its obligations under this Agreement to the extent the Developer fails to cure such breach within thirty (30) days of receipt of notice from the County in respect thereof; provided that, to the extent such breach

is not capable of being cured within such thirty (30)-day period, the Developer shall have such longer period (but no more than ninety (90) additional days) to cure such breach;

(ii) the occurrence of a Persistent Developer Breach to the extent that the County had previously notified the Developer of the same underlying material breach and, following such initial notice from the County.

(iii) a failure by the Developer to obtain any necessary third-party approvals with respect to the design or permitting of the Project prior to the Commencement of Demolition thereof.

(iv) Failure by the Developer to operate within the DTPW Permit Agreement guidelines, and requirements of the Demolition and Protection Plans.

(b) Each of the following events shall constitute events of default of the County hereunder (collectively, the "**County Events of Default**"):

(i) a material breach by the County of its obligations under this Agreement to the extent the County fails to cure such breach within thirty (30) days of receipt of notice from the Developer in respect thereof; provided that, to the extent such breach is not capable of being cured within such thirty (30)-day period, the County shall have such longer period (but no more than ninety (90) additional days) to cure such breach; and

(ii) a failure by the County to fulfill a Draw Request that is compliant with all of the requirements of this Agreement in the timeframe required by this Agreement to the extent the County fails to fulfill the Draw Request in question in accordance with the County's Prompt Payment Act in receipt of notice from the Developer.

ARTICLE 7. TERMINATION

(a) If not earlier terminated pursuant to other provisions of this Agreement, this Agreement shall automatically terminate at the expiration of the Term.

(b) This Agreement may be terminated by the County upon the occurrence and during the continuance of a Developer Event of Default.

(c) This Agreement may be terminated by the Developer upon the occurrence and during the continuance of a County Event of Default.

(d) To the extent this Agreement is terminated, upon the request of any Party, the Parties will execute a termination agreement to be recorded in the Public Records of Miami-Dade County, Florida to evidence such termination of this Agreement.

ARTICLE 8. REMEDIES

And to such other addresses and to the attention of such other parties as the County may, from time to time, designate by written notice to the Developer. If the County at any time during the term hereof changes its office address as herein stated, the County will promptly give notice of same in writing to the Developer.

All notices, demands or requests shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting the aforementioned shall be paid by the party sending same and shall be deemed served or given on the earlier of: (x) the date received, (y) the date delivery of such notice, demand or request was refused or unclaimed, or (z) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

(b) Unavoidable Delays. In the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder (in each case, other than a payment obligation), by reason of **Unavoidable Delay**, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay without any additional project cost.

(c) Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

(d) Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

(e) Relationship of Parties. The sole relationship between the Parties being that of Parties to this Agreement.

(f) Recording. This Agreement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of the Developer.

(g) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both the Parties.

(h) Consents. Whenever in this Agreement the consent or approval of the County or the Developer is required, such consent or approval:

(i) in the case of the County, shall be made by the County Representative on behalf of the County;

(ii) shall not be unreasonably withheld, conditioned, or delayed, unless specifically provided to the contrary in this Agreement, and shall not require a fee from the Party requesting same;

(iii) shall not require the expenditure of funds by the Party from whom a consent or approval is sought, unless specifically provided to the contrary in this Agreement;

(iv) shall not be effective unless it is in writing; and

(v) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Developer or the County, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

(i) Amendments. All substantive amendments to this Agreement shall require the prior consent of the Requesting Department and or the Board of County Commissioners, if applicable, and the Developer and shall not be effective until the consent of each of those entities is obtained, and any amendments shall only be effective thereafter as written and executed with the same formality as this Agreement. Notwithstanding the foregoing, the County Mayor or County Mayor's designee may approve any non-substantive amendments to this Agreement.

(j) Entire Agreement. This Agreement and exhibits attached were approved by the Board of County Commissioners of Miami-Dade County, Florida and contains the entire agreement with respect to the Demolition Project between the Parties hereto and supersedes all prior agreements, whether written or oral.

(k) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Developer, its successors and assigns, except as may be otherwise provided herein. Any Developer assignment shall be subject to the prior approval of the Board.

(l) Governing Law and Venue. This Agreement shall be governed by the laws in the State of Florida and venue for any legal proceeding shall be in Miami-Dade County, Florida. In the event of litigation or other dispute, each Party shall bear its own attorneys' fees and costs.

(m) Cooperation. The Parties agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement.

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

(o) Compliance by the Parties. Throughout the Term, the Parties, at their own cost and expense, shall promptly comply with all Applicable Laws. To the extent that the Developer's compliance shall require the cooperation and participation of the County, the County agrees to use its best efforts to cooperate and participate.

(p) Conflicts. The event of a direct conflict between the terms and conditions of this Agreement and any other agreement between the Parties related to the Project, the terms and conditions of the demolition Scope of Services Agreement shall prevail.

(q) Limitation on Liability. Neither Party shall be liable to the other Party for any incidental or consequential loss or damage whatsoever, including lost profits, arising from the rights of such Party hereunder.

(r) Advertising. Subject to the Developer's compliance with Applicable Law, including but not limited to the County's sign ordinance, the Developer shall be entitled to permit internal and external advertising on the Project.

(s) Miami-Dade County's Rights as Sovereign. The County retains all of its sovereign prerogatives and rights as a county under State of Florida and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that, notwithstanding any provisions of this Agreement and the County's status hereunder:

(i) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State of Florida and local law, and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same;

(ii) The County shall not, by virtue of this Agreement, be obligated to grant the Developer any approvals of application for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, demolition and completion of the Project; and

(iii) Notwithstanding any provision hereof to the contrary, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e. any Authority Having Jurisdiction) to grant or leave in effect any zoning changes, variances, Permits, waivers, contract amendments, or any other approvals that may be granted, withhold, or revoked in the

discretion of the County or other applicable Authority Having Jurisdiction in the exercise of its/their police power(s).

ARTICLE 11. REPRESENTATIONS AND WARRANTIES

(a) The County hereby represents and warrants to the Developer that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the County have the authority to bind the County and to enter into this transaction, and the County has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(b) The Developer hereby represents and warrants to the County that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Developer have the authority to bind the Developer and to enter into this transaction, and the Developer has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

(a) Indemnification. The Developer shall comply with all insurance requirements set forth in this Agreement. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from Developer's or its employees, agents, servants, partners, principals or subcontractors negligence, gross negligence, willful misconduct or illegal misconduct. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings and shall pay all costs, judgements and attorney's fees which may issue thereon. Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Developer shall have no obligation to indemnify County for any liability, losses or damages which result solely from County's negligence.

(b) Insurance. Upon County's notification, the Developer shall furnish and maintain and/or require its contractors to furnish and maintain insurance coverage which meet the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Developer and its contractors as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Contractor's Pollution Liability Insurance in an amount not less than $1,000,000 per occurrence.

E. Umbrella Liability Insurance in an amount not less than $5,000,000 per occurrence, and $5,000,000 in the aggregate.

*NOTE: If Excess Liability insurance is provided, policy must be follow-form to the underlying Commercial General Liability policy.

F. Professional Liability or Errors & Omissions Insurance in an amount not less than $1,000,000 per claim and $1,000,000 in the aggregate to be maintained by prime contractor(s) in privity with Developer covering architectural and/or civil engineering project design, supervision, administration, surveying, engineering and any related professional qualifications or functions required by the Project.

G. Riggers Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, in the name of the contractor or subcontractor performing any work involving rigging, lifting, lowering, or moving of property or equipment.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

The Risk Management Division of Miami-Dade County People and Internal Operations

Department (or any successor department) reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this Agreement.

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

ARTICLE 12. INSPECTOR GENERAL REVIEWS/AUDIT & COMPLIANCE

(a) **Independent Private Sector Inspector General Reviews**. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice from the County, Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to Developer, its successors and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Developer in connection with, and as and when provided under, this Agreement.

(b) **Miami-Dade County Inspector General Review**. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement of one quarter (1/4) of one (1) percent of the total contract amount shall not apply to this Agreement due to federal funding source(s).

Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Developer. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Agreement. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Developer, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Developer, its officers, agents and

employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.

Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Developer from the Inspector General or IPSIG retained by the Inspector General, Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Developer. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Developer, copy all such documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Developer.

ARTICLE 13. FLORIDA PUBLIC RECORDS ACT

As it relates to this Agreement, pursuant to Section 119.0701 of the Florida Statutes:

(a) Developer understands, agrees and acknowledges that this Agreement and Developer's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

(b) For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT 701 NW 1ST COURT, 16TH FLOOR, MIAMI, FL 33136, ATTENTION: MHKERR@MIAMIDADE.GOV (786) 469-4233.**

(d) Developer is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the County

(f) Upon completion of the Agreement, Developer shall transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify the Developer of the request, and the Developer must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Developer does not comply with a request for records, it shall be a material breach of this Agreement and the County shall have the right to the remedies set forth in Section 8 of this Agreement. In addition, if Developers fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.

(i) Developer's obligations under this section of the Agreement shall survive the termination of this Agreement.

ARTICLE 14. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

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

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**

- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Developer confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov

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

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Agreement, the Developer and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Agreement attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. Registration information is available at http://www.uscis.gov/e-verify.

If the County has a good faith belief that Developer has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Developer agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Developer shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Developer has otherwise complied with its requirements under those statutes, then Developer agrees that it shall terminate

its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the County Mayor or Deputy Mayor; as authorized by the Board, and Developer has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:

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

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By_____
(Deputy Clerk's Signature)

Print Name:_____

Date:_____

By:_____
Name:_____
Title: _____

By:_____
Name: _____

Title:_____

_____

Approved by County Attorney as to form and legal sufficiency

By:_____
Terrence A. Smith
Assistant County Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed in the presence of:

Print Name: Jose Fernandez de Castro

Print Name: Andrew Velo

Developer:

RUDG HARRY CAIN, LLC, a Florida limited liability company

By: _____
Name: Alberto Milo, Jr
Title: Vice President

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 15th day of October, 2025, by _____, as _____ of RUDG HARRY CAIN, LLC, a Florida limited liability company, who is personally known to me [ ] or has produced State of _____ driver's license as identification [ ].

_____
Sign name

Carmen Susana Suarez
Type or Print Name

My Commission Expires:

Notary Public, State of Florida

Serial No. (none, if blank): _____

[Affix Notarial Seal]

CARMEN SUSANA SUAREZ
Notary Public
State of Florida
Comm# HH612924
Expires 11/14/2028

EXHIBIT A

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

MIAMI NORTH PB B-41 LOTS 1 2 & 3 LESS N15 FT & LESS E10FT OF LOT 1 & N40FT OF E8FT OF LOT 18 & N40 FT OF LOTS 19 & 20 LESS E10FT OF LOT 20 BLK 79 LOT SIZE 22430 SQ FT

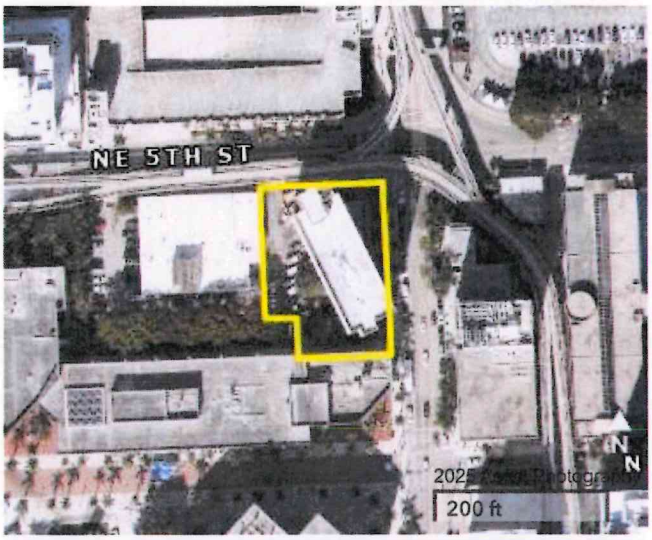
PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 10/08/2025

PROPERTY INFORMATION

Folio	01-0107-090-1030
Property Address	180 NE 5 ST MIAMI, FL 33132-0000
Owner	MIAMI-DADE COUNTY , MIAMI DADE HOUSING AGENCY
Mailing Address	701 NW 1 CT 16TH FLOOR MIAMI, FL 33136
Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8603 COUNTY : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	154 / 154 / 0
Floors	14
Living Units	154
Actual Area	
Living Area	
Adjusted Area	117,113 Sq.Ft
Lot Size	22,430 Sq.Ft
Year Built	1983



ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	$8,972,000	$8,972,000	$6,729,000
Building Value	$1,216,183	$1,216,183	$1,216,183
Extra Feature Value	$0	$0	$0
Market Value	$10,188,183	$10,188,183	$7,945,183
Assessed Value	$9,613,671	$8,739,701	$7,945,183

BENEFITS INFORMATION

Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	$574,512	$1,448,482	
County	Exemption	$9,613,671	$8,739,701	$7,945,183

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	$9,613,671	$8,739,701	$7,945,183
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$10,188,183	$10,188,183	$7,945,183
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$9,613,671	$8,739,701	$7,945,183
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$9,613,671	$8,739,701	$7,945,183
Taxable Value	$0	$0	$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 10/08/2025

Property Information

Folio: 01-0107-090-1030
Property Address: 180 NE 5 ST

Roll Year 2025 Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	CI	8000	Square Ft.	22,430.00	$8,972,000

BUILDING INFORMATION

The Building calculated value for this property has been overridden. Please refer to the Building Value in the Assessment Section, in order to obtain the most accurate value.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1983			8,474	
1	2	1983			108,639	

EXTRA FEATURES

The Extra Feature calculated value for this property has been overridden. Please refer to the XF Value in the Assessment Section, in order to obtain the most accurate value.

Description	Year Built	Units	Calc Value
Sprinkler System/Auto - Wet	1983	116,313	
Plumbing Fixtures - Hi-Rise	1983	660	
Paving - Asphalt	1983	5,000	
Patio - Concrete Slab	1983	3,000	
Light Standard - 10-30 ft High - 2 Fixtures	1983	8	
Light Standard - 10-30 ft High - 1 Fixture	1983	2	
Elevator - Passenger, Automatic - 2500 lb Hi-rise	1983	42	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1985	3	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1983	315	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 10/08/2025

Property Information

Folio: 01-0107-090-1030
Property Address: 180 NE 5 ST

Roll Year 2024 Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	CI	8000	Square Ft.	22,430.00	$8,972,000

BUILDING INFORMATION

The Building calculated value for this property has been overridden. Please refer to the Building Value in the Assessment Section, in order to obtain the most accurate value.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 10/08/2025

Property Information

Folio: 01-0107-090-1030
Property Address: 180 NE 5 ST

Roll Year 2023 Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	CI	8000	Square Ft.	22,430.00	$6,729,000

BUILDING INFORMATION

The Building calculated value for this property has been overridden. Please refer to the Building Value in the Assessment Section, in order to obtain the most accurate value.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 10/08/2025

Property Information

Folio: 01-0107-090-1030
Property Address: 180 NE 5 ST

FULL LEGAL DESCRIPTION

MIAMI NORTH PB B-41
LOTS 1 2 & 3 LESS N15FT &
LESS E10FT OF LOT 1 & N40FT
OF E8FT OF LOT 18 & N40FT OF
LOTS 19 & 20 LESS E10FT OF
LOT 20 BLK 79
LOT SIZE 22430 SQ FT

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description

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EXHIBIT B

SCOPE OF SERVICES

2.1 Background

On July 16, 2024, the Miami Dade County Board of County Commissioners (BCC) through Resolution No. R-696-24, directed the County Mayor or County Mayor's designee, subject to the United States Department of Housing and Urban Development's ("HUD") approval of the County's demolition and disposition application for the Harry Cain Public Housing Building at 180 NE 5 Street (490 NE 2 Avenue), Miami, Florida 33132 ("Site"), to waive competitive bidding and negotiate a demolition contract with Related Urban Development Group ("Related"). On November 19, 2024, HUD approved the County's demolition and disposition application. Following HUD's approval, the Administration negotiated a demolition contract with RUDG Harry Cain, LLC, a Related Affiliate.

On the terms and conditions set forth in this Agreement, the County hereby engages RUDG HARRY CAIN, LLC ("Developer") to perform a 100% turnkey demolition services and to furnish all supplies, materials, equipment, machinery, tools, supervision, labor and services necessary to perform the demolition and site clearance of the County's public housing building site as described in these specifications. These responsibilities shall be carried out by the Developer through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required for optimizing services and support in compliance with the terms of these specifications. The Developer is responsible for (1) causing the successful completion of 100% turnkey demolition services inclusive of sodding and fencing of the complete site (2) fully understanding and complying with all applicable Federal, State, and local laws, ordinances, rules, regulations and mandates (3) for obtaining and maintaining all required and necessary approvals, permits, licenses, certificates, and inspections necessary to perform the Services (4) proper execution and completion of the demolition and legal disposal of the structures, including identification and disposal of any materials containing lead, asbestos, or other potentially hazardous or regulated materials; and (5) effective notification and coordination with adjacent properties inclusive of a multi-pronged communication plan to build goodwill and minimize disruption and impediments to egress and ingress; and (5) maintenance and restoration of the natural environment and restoration of damages; and (6) maintenance of all mandated records and ensuring completion of all required inspections.

A. Description of Work.

The Scope of Services consists of, and is not limited to, a 100% turnkey, controlled top-down demolition of the Harry Cain Public Housing Building including the complete foundation, 180 NE 5 Street (490 NE 2 Avenue), Miami, Florida, 33132, built in 1983 of about 117,113 square foot and 14 floors. The services include but is not limited to the identification and capping of all existing utilities, hauling and proper disposal of all demolished materials during demolition. Once the demolition is completed, the Developer shall be responsible for debris removal, clearing and rough

grading the site, leaving it leveled with no mound or depressions greater than six inches in any 10 feet horizontal distance, sodded and fenced with no-trespassing signage. If any additional back-fill material is necessary, clean fill shall be furnished and installed by the Contractor. All materials used in the demolition services shall meet Federal, State, and local laws, requirements and mandates.

The scope of services include:
(1) Testing for and removal of asbestos as per all applicable laws.
(2) Maintaining demolition schedule.
(3) Full compliance with the Permitted Demolition Plan for the Project.
(4) Full Compliance with the Protection Plan.
(5) Adherence to DTPW Adjacent Construction Requirements and Permit Agreement
(6) Establishing a hurricane preparedness plan
(7) Installation of appropriate temporary fencing, gates, safety signage, and protective scaffolding.
(8) Utility coordination, identification, demolition and capping/abandonment of all utilities per the construction documents/demolition plan.
(9) Removal and off-site management of all hazardous materials.
(10) Use of sustainable practices including the recycling of the demolished materials.
(11) Collection, washing, load out, transportation and off-site management of all solid wastes.
(12) Demolition of heavy building components.
(13) Clean-up, clearance and grading of entire site per regulations.
(14) Removal and relocation of generator to an off-site location to be provided by the County.
(15) Implementation of Site-Specific HASP
(16) Restoration of all damages to staging areas, infrastructure, and adjacent buildings, replacement of removed or damaged trees and vegetation.
(17) Maintenance and security of the Work Site to protect their equipment, supplies, and all work areas which may pose a health or safety risk to the Public.
(18) Implementation and compliance with Maintenance of Traffic ("MOT") Plan for pedestrian and traffic safety and flow as approved and authorized by the Authority Having Jurisdiction.
(19) Sodding and fencing of the complete site, after completion of demolition and site clearance, with no trespassing signage.

B. Project Requirements.

Developer shall incorporate the following requirements in its Demolition Contract with the Contractor and shall cause the Contractor to operate accordingly and perform a 100% turnkey demolition of the Harry Cain Building:

1. General Requirements.

(a) The Contractor must control the amount of dust generated by demolition to prevent dust spreading to other buildings, and to avoid creation of a nuisance in surrounding areas. The use of

water to control dust will not be allowed when it may result in flooding, or other objectionable, hazardous conditions.

(b) The Contractor shall perform all work pursuant to the DTPW Permit Agreement. Noise and vibration monitoring, proactive mitigation, and the maintenance of acceptable levels throughout the demolition period is required. Use of explosives is not allowed.

(c) The Contractor shall remove (cap off) any underground utility such as water, sewer, gas, electricity or any other, at the property line. The Contractor shall coordinate with applicable utility companies and the Project Manager for utility line removal, capping, and utility shutdowns required by removal work.

(d) The Contractor shall remove structures by demolition and lawful disposition of debris off-site. Demolition and transportation of debris shall comply with applicable codes and regulations governing Harry Cain Public Housing Building Demolition General Contract Conditions and any resulting fees shall be paid by the Contractor. Accumulation of debris on the site will not be allowed.

(e) The Contractor must provide a detailed schedule, in the Demolition Plan, which shows the start and completion dates for each area of demolition, and for completion of demolition work as a whole. The Contractor's schedule shall include also (1) the method of demolition and (2) a plan for debris removal.

(f) The Contractor shall notify the County's Project Manager of any conditions capable of affecting the safety of adjacent buildings, the normal use of these facilities, or the physical condition of the structures.

(g) In case of accidental disruption of utilities or the discovery of previously unknown utilities, the Contractor must stop work immediately and notify the Project Manager. The Contractor shall not continue working until the Project Manager and the Developer agree on a plan to correct the situation or identify a utility service line.

(h) The Contractor shall provide barriers and warning devices to protect the public and users of adjacent facilities.

i) Any changes to the scope of work shall be issued in writing to the Developer and signed by both parties. Any field directives, which change the scope of work, may result in the County issuing a change order to the contract. If the Contractor considers such field directive as not a part of the original contract, the Developer shall inform/advise the Project Manager in writing no later than forty-eight (48) hours after such directive has been issued.

j) The Contractor shall be held responsible to protect all adjacent properties to the site from the actions or lack of actions by the Contractor or his personnel. The Contractor shall repair or replace any damaged to adjacent properties, with restoration to the prior existing condition or improved, prior to final payment.

(k) The Developer acknowledges that it has conducted all necessary investigations and possesses

a sufficient understanding of the nature and location of the work including the general and local conditions that may affect the performance and successful completion of the scope. These conditions include but are not limited to transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and weather-related or other physical conditions at the site and within the geographical area. The Developer further acknowledges that it has satisfied itself regarding the character, quality and quantity of surface and subsurface materials, site obstacles, and all other conditions that may impact the execution of the Services. Failure by the Developer to be fully informed of any aspect of the work or site conditions shall not relieve it of its responsibility to properly assess and perform the work or cost of successfully performing the work required, nor will it be considered as a basis for any claim for additional time or compensation.

(l)The County shall not be held responsible for any conclusions, assumptions, or interpretations made by the Developer based on information provided by the County. Furthermore, the County disclaims any responsibility for understandings or representations made by its officers, employees, or agents, whether before or during the execution of this Agreement, unless such understandings or representations are expressly stated in writing and incorporated into this Agreement. Developer hereby represents to the County that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the Developer has a letter from the landowner authorizing the Developer to do so. Developer is responsible for obtaining any required temporary use permits prior to utilizing the private property. A copy of the letter shall be provided to the County. The Developer shall supply the Project Manager any such letter before the equipment is placed there.

(m) All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the Contractor except in such cases where the completion date will be delayed due to force majeure or other causes beyond the control of the Contractor. In these cases, the Developer shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County, provided however, the Demolition Project term shall not exceed a total project term in excess of twenty-four (24) months, excluding Unavoidable Delay, cure periods for breach, or extensions granted by the County Mayor or County Mayor's designee pursuant to Section 2(a) of the Agreement.

(n) The Developer shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be always maintained without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the County's Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

(o) The Developer shall protect all existing trees and shrubbery according to all applicable codes and shall restore to equal or better conditions, any and all damaged or lost trees and shrubbery.

(p) The Developer shall have a Project Engineer to monitor the demolition and approved payment

applications.

2. Compliance with DTPW Permit Agreement

(c) The Developer shall cause the Contractor to obtain an approved, fully executed DTPW Permit Agreement prior to the start of any staging, pre-demolition and demolition Project work, with a copy provided to the customer.

(d) The Contractor is solely responsible for the installation, inspection, and maintenance of all scaffolding and protective measures and Developer shall ensure Contractor compliance.

(a) DTPW acceptance is based only on submitted documents and does not transfer responsibility for compliance with codes, standards, or industry practice.

(e) Hold Harmless: The Developer shall ensure that the Contractor indemnify and hold harmless Miami-Dade County, its officers, and employees from any claims, damages, or liabilities arising from failure to properly install, monitor, or maintain protections.

(b) DTPW reserves the right to suspend work if protections are found inadequate or Metromover operations are impacted. Such work stoppage **shall not** qualify as an Unavoidable Delay.

3. Health and Safety.

(a) The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, persons or property. The Developer shall be aware that while working for the County, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the Developer.

(b) The Contractor will be responsible for coordinating all utility work including calling for underground locations before digging.

(c) The Contractor certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. The Contractor further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the Contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA)

regulations must be provided and used by the Contractor and its employees.

(d) All safety devices installed by the manufacturer on equipment utilized by the Contractor on the jobsite must always be in place and in proper working order. If the County determines that equipment is deficient in safety devices, the Developer will be notified immediately. The Contractor shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County.

(e) The County may periodically monitor the work site for safety. Should there be safety or health violations, the County will have the authority, but not the duty, to require the Developer to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the County, the work will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. Developer shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred because of such work stoppage. If the violation is not corrected within a reasonable time, County may in its sole discretion declare Developer to be in default of this Agreement.

(f) The Developer retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **Developer is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and/or location of the work, including those related to asbestos exposure.**

(g) The Contractor shall operate as per the Protection Plan always attached wherein as part of this Agreement and shall maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

(h) The Contractor shall confine all equipment, materials and operations to the Service site and areas identified in the Agreement documents. The Developer shall assume all responsibility for any damage to any such area resulting from the performance of the work.

(i) The Contractor shall promote and practice safety in the workplace. The Contractor shall always provide dust control. The project shall be kept free of potential safety hazards to subcontractors, other workers, pedestrians and surrounding area occupants. Failure to adhere to proper safety practices may cause the project to be stop, granting no additional time request and no additional cost/charges to the County. The above may also affect the approval of payment applications.

(j) Contractor shall evaluate if limited access areas meet the OSHA definition and criteria for confined space or permit-required confined space and provide requirements for entry as part of their site-specific health and safety plan. Contractor shall supply all trained personnel, equipment, materials, and written permits, as applicable, to allow entry to and work within confined spaces and permit-required confined spaces. Safe corridors should be clearly demarcated. Unsafe areas shall be improved as necessary by the Contractor to allow for safe access of personnel and equipment.

(k) The Contractor shall maintain a site-specific HASP Plan.

(l) The level of dermal and respiratory protection shall be determined based upon the requirements of the Safety Plan with minimum personal protection level gear for all on-site personnel. Personal protection includes safety glasses, gloves, boots or shoes, hard hat and coveralls (or long sleeve shirt and long pants). There will be no smoking, eating, chewing gum or tobacco, drinking or applying cosmetics in the work area at the Site during all operations.

(m) The Contractor shall maintain a copy of the HASP Plan at the Site during all operations. Failure to keep a copy of the safety plan on-site, or any other safety breach may be cause for stopping work at the cost of the Contractor. Delays caused by the Developer 's failure to comply with 29 CFR 1910.120 shall constitute no additional costs or claims to the County.

4. Hazardous Materials.

Developer is responsible for notifying the County of any hazardous materials used on the work site and providing the County a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the Contractor will be reported immediately to the County and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by Contractor will be the sole responsibility of Developer and the County will share no responsibility for these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the County. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of Developer to immediately contact the County with a description and location of the condition. The SDS must meet the requirements of 29 CFR 1910.1200(g).

The Developer shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the Developers' superintendent unless otherwise designated in writing to the CPM. All communications from to the superintendent will be as binding as if given to the Developer.

5. Project Operations.

(a) Pre-Construction Meeting.

A Pre-Construction Meeting/Conference shall be scheduled by the Project Manager as applicable. If not already submitted, the Developer shall bring to this meeting a schedule of values and a construction schedule for the project. These schedules will be subject to review and approval by the Project Manager. It is also required that the Contractor's sub-Contractors be present at this meeting, as well as any other interested entity or utility company. In addition, the Developer shall prepare and bring to this conference a staging plan for demolition showing the location of dumpsters, security fence, protection barriers, storage areas, etc., as required. The location of the trash dumpster and vehicle staging area will be determined by the Project Manager. The Developer shall also bring all material acquisition or pre-demolition work timetables that could affect the

critical path of the project.

(b) Notice to Proceed. Notice to Proceed (NTP) will be issued to the Developer as applicable.

A written Notice to Proceed is required for the Developer to schedule or begin work. Purchase Orders will be issued to the Developer. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers so the work of others will not be delayed or impaired. The Contractor will be solely responsible for all demolition means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements is contained in **this Agreement.**

Should the Contractor be obstructed or delayed in the completion of the work and not due to the Contractor's fault or neglect, the Developer shall notify the County in writing immediately and the County shall advise of approval of the reason of delay.

(c) Schedule of Values and Construction Schedule.

The Developer shall submit the schedule of values and construction schedule to the County Project Manager within 15 days of the execution of the Agreement, utilizing a form approved by the County. The detailed Schedule of Values and Demolition Schedule shall be for each task, including projected dates for inspection, up to and including substantial completion and close-out of work shall be provided. At the discretion of the County's Project Manager, a schedule of values may be utilized to determine the appropriate value of change orders, both additive and/or deductive, processed during the prosecution of the work.

(d) Completion/Contract Time.

The Developer shall have 545 days to complete the work from the Work Start date identified in the Notice to Proceed (NTP), and must mobilize by the Work Start date identified in the issued NTP and start work no later than within 14 calendar days after the NTP is issued. The project will not be considered completed until all work, including the Deficiency List is inspected and accepted as complete by the County. The Developer must complete the project in the number of calendars days specified in this Agreement.

(f) Submittals and Equal Products.

i. Submittals of products required for the Service assigned to the Contractor under this Agreement, must be supplied to the County for pre-approval prior to the start of the work. These documents must be provided to the County at least one (1) week before the installation.

ii. If a product or service requested by the County for the Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and

characteristics of product or service that will be acceptable. If the Contractor offers an alternate product or service for consideration, such product must be clearly identified by the Contractor to the County. The County shall decide whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

iii. Unless the Contractor clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the Contractor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the County and will be based upon information furnished by the Contractor. The County will not be responsible for locating or securing any information which is not included in the Contractor's response. To ensure that sufficient information is available, the Contractor will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the County can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

(f). Fees.

The following is a list of fees that may be assessed to Contractor during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the County's labor and vehicle usage required for unnecessary inspections or missed

Service/Project Amount	Daily Charge (Per Calendar Day)
$5,000 and under	$25
Over $5,000 but less than $10,000	$65
$10,000 or more but less than $20,000	$91
$20,000 or more but less than $30,000	$121
$30,000 or more but less than $40,000	$166
$40,000 or more but less than $50,000	$228
$50,001 or more	$250

Missing scheduled appointments	$70.00 each occurrence
Failure to respond to emergency calls	$250.00 per day
Late to emergency calls	$36.00 per hour

Inspected unacceptable workmanship	$80.00 each inspection
Failure to provide any and all required documentation or reports	$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	$250.00 per day

(e) Working Hours. The Contractor shall be allowed to perform work from 8:00 a.m. to 6 p.m. on weekdays and weekends, including noise-producing and disruptive work, in accordance with and subject to any restrictions set forth in the Demolition Plan, Department of Transportation and Public Works Permit Agreement and/or permitted MOT Plan. In addition thereto, Contractor may perform work after hours (from 11 p.m. to 4 a.m.) and during weekends or holidays, provided that all adheres to the DTPW Permit Agreement-work hours and shall be coordinated with the Project Manager.

(h) Progress Meetings.

The County Project Manager shall schedule progress meetings as necessary in order to ensure that the completion of the work is in accordance with the contract, drawings, and overall project schedule. The Developer shall prepare meeting minutes for distribution.

The Developer must request a walk-through inspection, in writing, with the County Project Manager prior to the submission of a progress payment. The Developer and Project Manager must sign off on the value of the percentage of work completed at the end of the walk-thru. The signed form must be submitted with the progress payment request. In addition, if there are any changes to the original project schedule (delays), an updated construction schedule must also be submitted with the progress payment request. Failure to submit a request for a walk-through inspection and any other required documents will result in the rejection of the request for payment.

(i) Project Coordination.

The Developer shall provide a qualified Superintendent, acceptable to the County Project Manager, who shall always be present during the course of the work, and shall be authorized to act as an agent of the Developer . The Contractor shall provide sufficient personnel, materials, and equipment to meet the requirements of the work within the contract period.

All work shall be always coordinated with the County Project Manager, and the facility shall always remain operational. Pedestrian traffic flow shall not be interrupted, and it shall be coordinated with the Project Manager.

(j) Field Directives.

The County Project Manager or his/her representative may at any time issue field directives to the Developer. These field directives shall be issued, in writing, to the Developer and signed by both parties. Any field directives which change the scope of the work, may result in the County issuing a change order to the contract. If the Developer considers a field directive not to be part of the original contract, he/she shall duly advise the County Project Manager, in writing, no later than forty-eight (48) hours after the directive has been issued.

The Developer shall not perform any work in addition to the scope of work of this contract without written authorization from the Project Manager. The County will not be held responsible for any payment of additional work that has been completed without the written authorization of the Project Manager.

(k) Daily Construction Reports.

The Developer must prepare a detailed daily report recording the events taking place at the site. This report must be submitted to the County Project Manager on a weekly basis and must be kept in a log, on site, throughout the duration of the project.

(l) Weather Conditions.

The Contractor shall inform himself about the local weather conditions. In the event of inclement weather, the Contractor shall take the necessary precautions to secure all loose material and equipment, or shall remove them from the project site, at no cost to the County. In the event of a tropical storm, hurricane watch or hurricane warning, or any other severe weather event, the Developer shall be required to remove from the project site, or secure to the County Project Manager's satisfaction, all loose construction materials and equipment. The Contractor shall also be responsible for protecting structures under construction and cooperating with County personnel in protecting other structures within the project site. The Contractor shall conform to the requirements of latest available Miami-Dade County Hurricane Plan, which is available upon request to County.

(m) Protection of Property.

The Developer is solely responsible for the protection of private and County property that may be affected during the performance of the work. The Developer shall be responsible for any damage to County property which results from the actions or lack of action by the Developer or his personnel. The Developer shall repair or replace any damaged property prior to final payment being made.

(n) Maintenance of Traffic.

It is the responsibility of the Developer to secure and operate according to an MOT Plan approved by the Authority Having Jurisdiction and shall maintain traffic and is responsible for any traffic re-direction. The Developer must acquire and maintain a permit from the AHJ for road closures and must protect the public from all damage to persons and property within the project site, in accordance with Contract Documents and all applicable State, County, City, and local regulations. Suitable signs, barricades, railings, and other related items shall be erected and the work area shall

be outlined by adequate lighting at night. Emergency lights shall be provided as necessary for the protection of traffic.

All costs associated with MOT must be included in the Developer's proposal price. No separate line items for MOT will be included in the schedule of values. If the Developer does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the County reserves the right to direct the Developer to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

If the Developer feels that assistance from an off-duty police officer is needed, it will be the responsibility of the Developer , at the Developer's sole cost and expense, to hire and pay for this service.

These requirements are to be considered a minimum and the Developer's compliance will in no way relieve the Developer of final responsibility for providing adequate traffic control devices for the protection of the public and the Developer's employees throughout the work area.

The Developer will coordinate closely with the Adjacent City of Miami Fire Department Station, and shall provide a point of contact, to ensure that the MOT does not impede their operations, egress and ingress especially during emergencies.

(o) Site Maintenance and Cleanup.

The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized and removed in accordance with a removal schedule to be approved by the County's Project Manager, such approval not to be unreasonably withheld, conditioned or delayed. Upon completion of work, the Developer shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the Project Engineer and the County. With respect to Site clean-up:

1) All work areas are to be kept clean, clear, and free of debris at all times.
2) Do not allow trash, waste, or debris to collect around the job site.
3) All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
4) Dispose of and/or recycle all trash and excess material in a manner conforming to current Environmental Protection Agency (EPA) regulations and local laws.
5) Clean and restore all damaged surfaces to their original condition.
6) Also refer to Scope of Services.

The Contractor shall remove all surplus material and debris from the Service site in accordance with a removal schedule to be approved by the County's Project Manager, such approval not to be unreasonably withheld, conditioned or delayed.. All costs associated with clean-up and debris removal are included in the Demolition Project lump sum allocation.

The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized and removed in accordance with the debris removal schedule approved by the County's Project Manager.

Upon completion of work, the Contractor shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the Project Engineer and the County.

All unusable materials and debris must be removed from the premises by the Contractor in accordance with the debris removal schedule approved by the County's Project Manager. Debris is not allowed to gather at the site causing a safety hazard or impeding work progress.

6. **Site Security.**

Contractor shall be responsible for maintaining the security of the Site to protect their own equipment, supplies, and all work areas, which may pose a health or safety risk to the Public. This project is located at 180 NE 5 Street (490 NE 2 Avenue), Miami, Florida 33132 falls under the jurisdiction of Miami Dade County.

All workers, including subcontractors, must clear a background check with the Police Department prior to beginning work. All workers are required to wear a shirt/uniform that identifies the company of the Contractor or his subcontractors.

7. **Protection of Property.**

All existing structures, utilities, services, roads, trees, shrubbery and property in which the County has an interest must be protected against damage or interrupted services at all times by the Contractor during the term of this contract, and the Developer will be held responsible for repairing or replacing damaged property to the satisfaction of the County which is damaged by reason of the Developer's operation on the property. In the event the Developer fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Developer. All items damaged as a result of Contractor or subcontractors' operations belonging to third parties, such as, but not limited to: trees, sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property must either be repaired or replaced by the Developer, at the Developer's expense, in a manner prescribed by, and at the sole satisfaction of the County.

Furthermore, the Developer shall repair or replace any portion of any infrastructure, personal or property items, and adjacent buildings damaged by reason of the Contractor's operation within the property in a manner prescribed by, and at the sole satisfaction of the Property Owner. The Contractor shall re-grade and re-sod any areas that are disturbed by the Contractor during the work being completed.

The Contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas

identified in and permitted by the contract documents. The Developer shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the Contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean and graded according to applicable code. All service and supply operations shall be conducted outside the clear zone unless the Contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

8. Accident Notification.

The Contractor shall conform to all relevant OSHA, State and County regulations during such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County.

Should there be any accident during the execution of the work as part of this Agreement, including accidents which involve the public, the Contractor shall as soon as possible inform the Developer and County of the incident by telephone. The Developer shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the Contractor shall forward a copy of the report to the Developer and the County.

9. Plans and Specifications.

In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

> **Addenda** will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.
>
> 100% plans will supersede earlier versions of plans incorporated herein without further action by the Parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the Parties.

The Developer shall obtain from landowner any environmental permits and use permits, as applicable, and supply copy thereof to the County.

10. Payment/Performance Bond Requirements.

Pursuant to Section 255.05, Florida Statutes, Developer must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents 100% of the contract price. The Performance and Payment Bond Form supplied by the County will be the only acceptable form

for these bonds. No other form will be accepted. In the event the Developer defaults on the demolition, the County shall utilize the Payment and Performance bond or letter of credit to complete the work.

11. Legal Requirements for Pollution Control

It is the intent of these specifications that Developer shall comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Developer through the Regulatory and Economic Resources Department, Environmental Resources Management Division, 701 NW 1 Court, Miami, Florida 33136, Telephone (305) 372-6789.

12. Toxic Substances/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

C. Federal, State, and Local Compliance Requirements

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

1. The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.

2. The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

3. The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

4. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

5. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

6. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

7. Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

8. The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

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

10. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

11. Any other laws prohibiting wage rate discrimination based on sex.

12. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

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

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

15. HUD's General Conditions for Construction Contracts, attached hereto as Exhibit "C" and incorporated herein by reference.

Pursuant to Resolution No. R-1072-17, by entering into the Demolition Agreement, the Developer is certifying that the Developer is in compliance with, and will continue to comply with, the provisions of items C.9 through C.14 above.

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

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

D. <u>Reserved</u>

E. Prohibition Against Governmental Entity Contracts With Common Carrier Or Contracted Carrier

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Developer ") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Developer providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Developer shall be in the form attached to this Contract as **Exhibit F** - Common Carrier or Contracted Carrier Attestation Form and must be executed by Developer and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Developer executes and provides such attestation.**

Additionally, the Developer acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Developer further affirms that if it is found in violation of the required attestation, or of any requirement of the Developer set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Developer shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Developer from County contracting in accordance with the County debarment procedures.

F. Contracting With Entities Of Foreign Countries Of Concern Prohibited.

By entering into this Agreement, the Developer affirms, and Developer shall cause its Contractor to affirm in the Demolition Contract, that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Developer further affirms, and shall cause its Contractor to affirm, that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Developer or Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Developer or Contractor, as applicable; or c) the Developer or Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in

Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Developer and Contractor shall be in the form attached to this Agreement as Exhibit D - Entities of Foreign Countries of Concern Prohibited Affidavit.

This Agreement shall not be effective unless and until Developer executes such Affidavit, and the Demolition Contract shall not be effective unless Contractor executes such Affidavit.

G. Kidnapping, Custody Offenses, Human Trafficking And Related Offenses Affidavit.

By entering into, amending, or renewing this Agreement, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Developer is obligated to comply, and Developer shall incorporate provisions in the Demolition Contract obligating its Contractor to comply, with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Developer and Contractor providing an affidavit that each does not use coercion for labor or services. This attestation by the Developer and Contractor shall be in the County form attached to this Agreement as Exhibit E - Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Developer and Contractor and provided to the County when entering, amending, or renewing this Contract or the Demolition Contract, as applicable.

This Contract and/or the Demolition Contract, as applicable, shall be void if the Developer or Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Developer or Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Developer was not in violation at the time it submitted its Affidavit.

H. Special Conditions

1. DEMOLITION PLAN – PERMITTED (Included in Scope of Services)

2. PROTECTION PLAN FOR THE METROMOVER INFRASTRUCTURE – PERMITTED (Included in Scope of Services)

3. DTPW PERMIT AGREEMENT – EXECUTED (Included in Scope of Services)

4. MOT – PERMITTED (Included in Scope of Services)

EXHIBIT "C"

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS (HUD-5370)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any construction/development contract greater than $250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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MDC058

1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes 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 Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

(a) Definitions. As used in this clause -
(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
(1) The Contractor's failure to conform to contract requirements; or
(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
(1) Obtain all warranties that would be given in normal commercial practice;
(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall 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 identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller 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.

(i)The contractor/seller will include the provisions of paragraphs (a) through (h) 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 sub[contractor/seller] or vendor. The [contractor/seller] 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 in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved 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 regulations issued 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 equivalents 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 29 CFR 5.5(a)(1)(iv); 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 regular 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 in 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 29 CFR 5.5(a)(1)(ii) 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 be easily seen by the workers.

(2) (i) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) 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.

(4) 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.

(b) Withholding of funds. HUD or its designee 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) 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 in the construction or development of the project. 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 section 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 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 which 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 cost 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.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or 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 29 CFR Part 3; and

(C) 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.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, HUD or its designee may, after written notice to the Contractor, 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.

(d) (1) 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 and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(2) 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 in 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 in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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 in 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 in 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.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) 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.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(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 provisions set forth in subparagraph (j)(1) of this clause, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 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 provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

EXHIBIT "D"

ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

Exhibit D

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

EXHIBIT 'E'

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

EXHIBIT 'F'

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

Exhibit F
COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: _____

Title of Contractor's Authorized Representative: _____

Signature of Contractor's Authorized Representative: _____

Date: _____

EXHIBIT 'G'

OWNERSHIP DISCLOSURE AFFIDAVIT

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared, Albert Milo, Jr. on this 10 day of October, 2025, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) RUDG Harry Cain LLC whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133 with Federal Tax Identification Number No. 26-4746665 will be the entity being contracted or transacting business with Miami-Dade County. The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

PRH Affordable Investments	EIN: 27-3731972	2850 Tigertail Avenue, Suite 800, Miami, Florida 33133	66.7%
- *Jorge M. Perez (Chairman, CEO)*	*10/17/1949*		*100%*
The Urban Development Group, LLC	EIN: 30-0012135	6390 SW 120 Street Pinecrest, FL 33156	33.3%
- *Alberto Milo, Jr (President)*	*11/23/1970*		*95%*
- *Maria C. Milo (Member)*	*2/20/1967*		*5%*

FURTHER AFFIANT SAYETH NOT.

AFFIANT:

Witness
Andrew Velo
Print

By: Albert Milo Jr
Date: 10/10/25

Witness
Jose Fernandez de Castro
Print

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 10 day of October, 2025, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared, Albert Milo, Jr., ☒personally known to me, or ☐proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 10 day of October, 2025.

[SEAL]

(SEAL)
ANDREW COHN
Print Name
Notary Public, State of Florida
My Commission Expires: 8/24/26

ANDREW COHN
Notary Public - State of Florida
Commission # HH 304531
My Comm. Expires Aug 24, 2026
Bonded through National Notary Assn.