



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

[www.mdxway.com](http://www.mdxway.com)

## REQUEST FOR PROPOSAL (RFP)

**MDX PROCUREMENT/CONTRACT NO.:**

\_\_\_\_\_

**MDX WORK PROGRAM NO.:**

\_\_\_\_\_

**MDX PROJECT/SERVICE TITLE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT \_\_\_\_  
DESIGN-BUILD CONTRACT**

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**THIS CONTRACT** (the "Contract" or "Agreement"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date"), by and between the **Miami-Dade County Expressway Authority d/b/a as Miami-Dade Expressway Authority** (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under Chapter 348, Part I, as amended, acting by and through its Governing Board, and \_\_\_\_\_ (the "Design-Build Firm"), a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ with its principle place of business located at \_\_\_\_\_ and duly authorized to conduct business in the State of Florida, Federal I.D. No. \_\_\_\_\_ (collectively, referred to herein as the "Parties" to this Contract).

**WITNESSETH:**

**WHEREAS**, pursuant to **MDX Procurement/Contract No.: RFP-XX-XX**, MDX competitively procured for all Work necessary to complete its \_\_\_\_\_; and

**WHEREAS**, MDX now desires to enter into a Contract with the aforementioned Design-Build Firm.

**NOW, THEREFORE** in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. RECITALS**

The foregoing recitals are true and correct and are incorporated herein by reference.

**2. SCOPE OF WORK**

The Design-Build Firm shall, for the consideration herein mentioned and at its cost and expense, do all the Work and furnish all the Materials, Equipment, supplies and labor necessary to perform this Contract and the associated Work, in the manner and to the full extent as set forth in the Contract Documents and under security as set forth in the attached Contract Bond, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of MDX, who shall have at all times full opportunity to inspect the Materials furnished and the Work performed pursuant to the Contract Documents.

**3. CONTRACT AMOUNT**

The Design-Build Firm agrees to perform the Work for a total not-to-exceed Contract Amount of \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$** \_\_\_\_\_ **).**

The Contract Amount includes a Contingency Amount of \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$** \_\_\_\_\_ **).** Disbursement of the Contingency Amount requires written authorization from MDX through the issuance of Work Orders.

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**4. CONTRACT TERM**

The Contract duration shall be \_\_\_\_\_ ( \_\_\_\_\_ ) *Calendar Days* from the date of the Notice to Proceed, as per the Contract Documents. If the Design-Build Firm fails to complete the Work in accordance with the Contract Documents, the Design-Build Firm shall pay MDX liquidated damages as detailed in the *MDX General Specifications for Design-Build*.

**5. SMALL BUSINESS PARTICIPATION REQUIREMENT**

The Design-Build Firm agrees to meet the committed \_\_\_\_\_ ( \_\_\_\_\_ %) of the Price Proposal, excluding Insurance, Bond and Contingency, for the Small Business Participation Requirement for this Contract (the "SB Participation Requirement") in the manner outlined in the Small Business and/or Local Business Participation Statement(s) and Subcontractor/Subconsultant Utilization Report as approved by MDX and attached hereto and incorporated herein.

The Design-Build Firm also agrees that it is bound by the provisions in MDX's Small Business Participation Policy, as amended, and the MDX General Specifications for Design-Build both of which are incorporated herein and made a part hereof.

**6. LOCAL BUSINESS PARTICIPATION REQUIREMENT**

The Design-Build Firm agrees to meet the committed \_\_\_\_\_ ( \_\_\_\_\_ %) of the Price Proposal, excluding Insurance, Bond and Contingency, for the Local Business Participation Requirement for this Contract (the "LB Participation Requirement") in the manner outlined in the Small Business and/or Local Business Participation Statement(s) and Subcontractor/Subconsultant Utilization Report as approved by MDX and attached hereto and incorporated herein.

The Design-Build Firm also agrees that it is bound by the provisions in the MDX's Local Business Participation Policy, and the MDX General Specifications for Design-Build both of which are incorporated herein and made a part hereof.

**7. TERMS AND CONDITIONS**

With respect to the Work under this Contract, the Design-Build Firm agrees it shall meet all terms and conditions included in the Contract Documents.

**8. CONTRACT BOND**

With respect to the Work under this Contract, the Design-Build Firm agrees it shall satisfy all of the Contract Bond requirements, as provided in the *MDX General Specifications for Design-Build*, and the Contract Bond which are attached hereto and incorporated herein.

**9. INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS**

(1) **Insurance:**

The Design Build Firm shall furnish to MDX prior to the commencement of any Work under this Contract, certificate(s) of insurance as required by the Solicitation Documents.

Required insurance types and limits are contained in the Solicitation Documents and attached hereto and incorporated herein.

If insurance coverage is scheduled to expire during the Term of the Contract, the Design Build Firm shall be responsible for submitting insurance certificates to MDX before such expiration that evidence of renewal or replacement of the expiring coverage(s).

In the event that expired coverage(s) are not replaced with new or renewed coverage(s) that cover the Term of the Contract, MDX shall suspend this Contract and all Work associated with this Contract until certificates evidencing the replacement or renewed coverage(s) are received by MDX; provided however, that this suspension period shall not exceed ten (10) Calendar Days, as determined solely by MDX (the "Suspension Period").

At the end of the Suspension Period, MDX may, at its sole discretion, terminate the Contract for cause, as described in the Section of the **MDX General Specifications for Design-Build** entitled **Default and Termination of Contract**.

(2) **Indemnification**

The Design-Build Firm agrees to provide the Indemnification Requirements as detailed in the Contract Documents.

**10. CONFLICTS OF INTEREST:**

In addition to the Conflict of Interest provisions in the Request for Proposal (RFP) the following shall apply to the Design-Build Contract:

The Design-Build Firm warrants that, to the best of the Design-Build Firm's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Design-Build Firm has disclosed in writing to MDX all such relevant information relating to the Design-Build Firm, its employees, its agents or any of its Subcontractors or Subconsultants.

(1) The term *Organizational Conflict of Interest* as used herein means:

- (a) Because of other activities or relationships with other persons or consultants, the Design-Build Firm, its employees, agents or Subcontractors or Subconsultants or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to MDX;
- (b) The Design-Build Firm's, or any of its employees, agents, Subcontractors or Subconsultants or their respective employees, objectivity in performing the Work is or might otherwise be impaired; and
- (c) The Design-Build Firm, its employees, agents, Subcontractors or Subconsultants or their respective employees, has/have an unfair competitive advantage.

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- (2) The term *Personal Conflict of Interest* as used herein means a relationship of an employee, Subcontractor/Subconsultant, or the employees of a Subcontractor/Subconsultant with an entity that will or may impair the objectivity of the employee, Subcontractor/Subconsultant employee, or Subcontractor/Subconsultant in performing the Work.

Prior to commencement of any Work, or immediately after becoming aware of a Conflict of Interest, whichever is sooner, the Design-Build Firm agrees to notify MDX's Executive Director or his or her delegate either:

- (1) That, to the best of its knowledge and belief, no Conflict of Interest exists, or
- (2) To identify to MDX any Conflict of Interest the Design-Build Firm or its agents, employees, or Subcontractors or Subconsultants may have. In emergency situations, however, Work may begin, but notification of Conflicts of Interest shall be made in writing to MDX's Executive Director or his or her delegate within five (5) Business Days.

The Design-Build Firm agrees that if a Conflict of Interest is identified during performance, the Design-Build Firm will immediately make a full disclosure in writing to MDX's Executive Director or his or her delegate. This disclosure shall include a description of actions, which the Design-Build Firm has taken or proposes to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. The Design-Build Firm shall discontinue any relevant performance until notified by MDX's Executive Director or his or her delegate of any contrary action to be taken.

MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Work, terminate this Contract for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Contract. If the Design-Build Firm was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by the Design-Build Firm, MDX may at its sole discretion, withhold payments due or which may become due, suspend the Work, terminate the Contract in whole or in part for default, or pursue such other remedies as may be permitted by law or this Contract.

The Design-Build Firm shall prepare and submit a Conflict of Interest (COI) Plan within twenty (20) business days after the execution of this Contract or any other time requested by MDX, which outlines the procedures in place to avoid, neutralize or mitigate Conflicts of Interest, whether actual or potential, personal or organizational, throughout the period of performance of the Contract. The Design-Build Firm's COI Plan is a document which describes the procedures the Design-Build Firm uses to identify and report COI's. Generally, a corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a Conflict of Interest is identified. The plan shall be evaluated and approved by MDX. The plan shall address step by step the checks and balances in place to detect any potential or actual Conflicts of Interest that could result from activities covered in the Contract Documents.

The Design-Build Firm's obligations with regard to providing notice of Conflict of Interest situations shall apply until the expiration date of this Contract. The Design-Build Firm agrees to:



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- (1) Immediately notify MDX's Executive Director or his or her delegate when the Design-Build Firm becomes aware of any Conflicts of Interest.
- (2) Immediately notify MDX's Executive Director or his or her delegate prior to incurring costs for any Work when a Conflict of Interest situation may or does exist.

In the event that the Conflict of Interest does not become known until after performance of the Contract begins, the Design-Build Firm shall immediately notify MDX's Executive Director or his or her delegate of the Conflict of Interest. The Design-Build Firm shall cease performance of this Contract until notified by MDX's Executive Director or his or her delegate of the appropriate action to be taken. The parties to this Contract agree that the Design-Build Firm will be restricted in its future contracting in the manner described below.

- (1) The Design-Build Firm may be ineligible to participate in any MDX solicitations and ensuing MDX contracts, either as a prime Design-Build Firm or Subcontractor or Subconsultant.
- (2) The Design-Build Firm, during the life of this Contract, shall be ineligible to enter into any contract with individuals or firms to perform work on projects related to the Work performed under this Contract unless otherwise authorized in writing by MDX's Executive Director or his or her delegate.
- (3) The Design-Build Firm agrees in advance that if any bids/proposals are submitted for any work that would require written approval of MDX prior to entering into another contract subject to the restrictions of this section, then the bids/proposals are submitted at the Design-Build Firm's own risk. Therefore, no claim shall be made against MDX to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the other contract is denied or approved.

A review process available to the Design-Build Firm when an adverse determination is received shall consist of a request for reconsideration to MDX's Executive Director or his or her delegate and a request for review submitted to MDX's Operations Committee. An adverse determination resulting from a request for reconsideration by the MDX Executive Director or his or her delegate will not preclude the Design-Build Firm from requesting a review by MDX's Operations Committee. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) calendar days after receipt of the initial adverse determination.

The Design-Build Firm agrees to insert in each Subcontractor/Subconsultant contract hereunder, provisions which shall conform substantially to the language of the subsection entitled **Conflicts of Interest**, including this paragraph. The Design-Build Firm may request in writing that MDX's Executive Director or his or her delegate exempt from this Conflicts of Interest subsection a particular Subcontractor/Subconsultant contract for certain technical or contractor work. MDX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

The Design-Build Firm agrees to insert in each Subcontractor/Subconsultant contract hereunder the requirement that any Subcontractor/Subconsultant who performs Work as a Subcontractor/Subconsultant pursuant to this Contract and wishes to submit a proposal or bid, either as a prime Design-Build Firm or as a Subcontractor/Subconsultant on any MDX procurement, shall request in writing a determination from MDX that they may participate in the specific MDX procurement prior to the proposal or bid submittal date. Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subcontractor/Subconsultant's proposal being deemed non-responsive.



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In addition to all other requirements of the Contract Documents related to avoidance and disclosures of Conflict of Interest, the Design-Build Firm is also required to annually submit to the MDX Ethics Officer the **MDX Annual Disclosure Form**, incorporated herein by reference and found in the MDX website, and provide the following information:

- (1) Any relationship that the Design-Build Firm has that will afford a current or future financial benefit to the Design-Build Firm, or to a relative or business associate of the Design-Build Firm, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest.
- (2) Whether a relative of the Design-Build Firm is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the MDX Ethics Officer.
- (3) Any and all interest in real property held by the Design-Build Firm or the immediate family member of the Design-Build Firm, if such real property is located in or within a ½ mile radius of any actual or prospective MDX project. Prior to the execution of the Contract, the Design-Build Firm has been provided a corridor map and a related property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners.

The **MDX Annual Disclosure Form** must be submitted by the Design-Build Firm on the Effective Date of the Contract and updated every year on the same date. It is the Design-Build Firm's responsibility to obtain from MDX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the **MDX Annual Disclosure Form**. Failure by the Design-Build Firm to timely submit the **MDX Annual Disclosure Form** is a default under the Contract and MDX, at its sole discretion, may enforce all applicable provisions under the Contract, including and up to termination of the Contract.

#### 11. FORCE MAJEURE

The failure of either MDX or the Design-Build Firm to comply with any provision of this Contract due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either MDX or the Design-Build Firm (excepting compliance with applicable codes and regulations) will not be considered a breach of this Contract. In this event, the time for the performance of the obligations under this Contract will be extended for a period commensurate with the delay but the Design-Build Firm will receive no additional compensation.

#### 12. CONTRACT PERFORMANCE EVALUATION AND MDX POLICIES

The Design Build Firm's performance will be evaluated using the MDX Contract Performance Evaluation procedures described in the MDX Procurement Policy.

#### 13. ORDER OF PRECEDENCE

The order of precedence of the Contract Documents shall be applied pursuant to the **MDX General Specifications for Design-Build**.

**14. SOVEREIGN IMMUNITY**

No provision of the Contract Documents, including this Contract, shall be construed as a waiver of sovereign immunity by MDX.

**15. INDEPENDENT DESIGN-BUILD FIRM**

**15.1 Acting as an Independent Design-Build Firm**

The Design-Build Firm hereby declares that it is engaged in an independent business and agrees that in the performance of this Contract it shall act as an independent Design-Build Firm and not as an employee of MDX.

The Design-Build Firm has and hereby retains full control of all the employment, compensation, and discharge of all employees of the Design-Build Firm assisting in its performance hereunder.

The Design-Build Firm shall be fully responsible for Work performed under this Contract, and all matters relating to payment of its employees including compliance with Social Security, withholding tax, workers' compensation, immigration law compliance and all other laws and regulations governing such matters.

The Design-Build Firm shall be responsible for its own acts and those of its agents, independent contractors, and employees during the term of this Contract. Except as otherwise specifically provided, as an independent Design-Build Firm, the Design-Build Firm will be solely responsible for determining means and methods for performing the Work described in the Contract Documents.

**15.2 Full and Complete Payment**

The payment made to the Design-Build Firm pursuant to the requirements of the Contract Amount, shall be the full and complete compensation to which the Design-Build Firm is entitled. MDX shall not make any federal or state tax withholdings on behalf of the Design-Build Firm. MDX shall not be required to pay any workers' compensation insurance on behalf of the Design-Build Firm.

The Design-Build Firm agrees to indemnify MDX for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which MDX may be required to make on behalf of the Design-Build Firm or any employee, or independent contractor of the Design-Build Firm for Work performed under this Contract.

**15.3 No Authority to Act on MDX's Behalf**

Except as MDX may specify in writing, the Design-Build Firm shall have no authority, express or implied, to act on behalf of MDX in any capacity whatsoever, as an agent or otherwise. The Design-Build Firm shall have no authority, express or implied, to bind MDX or its members, agents or employees, to any obligation whatsoever, unless expressly provided in this Contract.

**16. EMERGENCY PREPAREDNESS**

As may be applicable to the Work, in the event of an emergency, the Design-Build Firm shall coordinate with the MDX to identify and prepare to assume the necessary responsibilities of the Emergency Preparedness and Response Plan developed for MDX.

**17. CONVICTED VENDORS LIST**

The Design-Build Firm represents that it is not currently on the convicted vendor list, as described in the Solicitation Documents and that it shall notify MDX immediately if, during this Contract, it is placed on said list. The Design-Build Firm agrees that placement on said list constitutes grounds for immediate termination of this Contract by MDX.

By execution of this Contract, the Design-Build Firm further certifies that the information provided in the executed Sworn Statement on Public Entity Crimes and Debarment form(s) for both the Design-Build Firm and the Subcontractors and Subconsultants is true and correct.

The Design-Build Firm agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by the Design-Build Firm in regards to this certification.

**18. SCRUTINIZED COMPANIES LISTS**

Pursuant to the prohibitions of section 287.135, Florida Statutes and Section 215.473, Florida Statutes, by execution and submittal of a Proposal, the Design-Build Firm has certified to MDX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List;
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Design-Build Firm further certified that:

- It is not engaged in a boycott of Israel;
- It has not been engaged in business operations in Cuba & Syria.

Alternatively, if the Design-Build Firm was unable to provide such certification, the Design-Build Firm provided to MDX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with section 287.135, Florida Statutes.

The Design-Build Firm shall provide written notification to MDX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. MDX shall have the right to terminate for default the Contract if the Design-Build Firm is found to have submitted a false certificate or to have been placed on any of the above listed lists.

The Design-Build Firm shall not engage any Firm to perform Work under the Contract that does not meet the requirements pursuant to this provision.

**19. PROOF OF VEHICLE REGISTRATION**

The Design-Build Firm shall register all vehicles used in the course of performing the Work as required by Chapter 320, Florida Statutes. If the Design-Build Firm fails to register any motor vehicle that it operates in Florida, pursuant to Chapter 320, Florida Statutes, MDX may disqualify the Design-Build Firm from proposing on future MDX procurements, or MDX may suspend the Design-Build Firm from this and/or other MDX contracts.

**20. CONFIDENTIALITY**

To the extent that the Work under this Contract requires access to proprietary or trade secrets or business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Design-Build Firm shall protect such data from unauthorized use and disclosure in accordance with the provisions of Chapter 119, Florida Statutes.

**21. CONSTRUCTION OF LANGUAGE**

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

**22. EXECUTION OF THE CONTRACT**

If the Design-Build Firm is a firm or company owned by an individual, this Contract shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor. If the firm is a Partnership, this Contract shall be executed in the name of the partnership by the manual signature of the general partner. If a corporation, the Contract shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President or the Vice-President, or a representative of the Contractor who is authorized either by position or by corporate resolution to contractually bind the Contractor in all aspects of the Contract. If a joint venture, the Contract shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

**23. CHOICE OF LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

Venue of any litigation arising out of this Contract shall be in Miami-Dade County, Florida.

In the event of any litigation arising out of this Contract, the Design-Build Firm agrees that service of process on the Design-Build Firm may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations.

The Design-Build Firm shall notify the Authority in writing within thirty (30) days of a change and the name of the successor registered agent.

These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

**24. WAIVER OF TRIAL BY JURY:**

The Design-Build Firm and MDX hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Contract, and any contract contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party.

**25. ENTIRE CONTRACT**

This Contract embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Authority or the Design-Build Firm other than contained herein. This Contract shall inure to the benefit of, and be binding on, the parties or the successor(s).

**26. THIRD-PARTY BENEFICIARY**

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

**27. E-VERIFY REQUIREMENTS**

U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization. Any Design-Build Firm providing work to MDX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. In addition, the Design-Build Firm shall verify that Subcontractors and Subconsultants performing Work on the Contract utilize the E-Verify system to verify the employment eligibility of employees hired by the Subcontractor or Subconsultant during the Contract Term.

MDX will consider the employment by any Design-Build Firm or Subcontractor or Subconsultant of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Contract by MDX, if it is determined that the Design-Build Firm or Subcontractor or Subconsultant knowingly employs unauthorized aliens.

**28. NOTICES**

All Notices required under this Contract shall be in writing. Notices shall be mailed or delivered as follows, unless a Party directs in writing that notices shall be provided to it at another location:

To the Authority:	Helen M. Cordero, CPPB Manager of Procurement & Contract Administration Miami-Dade Expressway Authority (MDX) 3790 N.W. 21 <sup>st</sup> Street Miami, Florida 33142
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With a copy to:

Carlos M. Zaldivar, Esq.  
MDX General Counsel  
Miami-Dade Expressway Authority (MDX)  
3790 N.W. 21<sup>st</sup> Street  
Miami, Florida 33142

To the Design-Build Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**29. CAPTILIZED TERMS**

The capitalized terms used herein shall have the meaning ascribed to them in the Contract Documents.

**30. SECTION HEADINGS**

Any headings preceding the texts of the sections in this Contract and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Contract nor affect its meaning, construction or effect.

**31. SEVERABILITY**

If any one or more of the covenants, agreements or provisions of this Contract shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

**32. ADDITIONAL TERMS**

All Exhibits attached hereto contain additional terms of this Contract and are incorporated as if actually set forth herein.

**33. COOPERATIVE PURCHASING (PIGGY-BACKING)**

As may be applicable, pursuant to the MDX Procurement Policy, other governmental agencies may utilized MDX contracts if the Design-Build Firm agrees to enter into a separate contract with such governmental agency(ies) incorporating the MDX contract terms and conditions.

**34. ACKNOWLEDGEMENT & REPRESENTATION**

The parties to this Contract individually represent, warrant, and agree that:

- (1) They have been represented by legal counsel of their choice in connection with the Contract;
- (2) They are fully aware and clearly understand all of the terms and provisions contained in this Contract;

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- (3) They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Contract;
- (4) They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Contract; and
- (5) The consideration received by them to enter into this Contract and the settlement contemplated by this Contract has been actual and adequate.

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IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date aforesaid mentioned.

**MIAMI-DADE EXPRESSWAY AUTHORITY**

**[DESIGN-BUILD FIRM]**

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

Javier Rodriguez, P.E.  
Executive Director

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

Signature of Authorized Officer

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

ATTEST \_\_\_\_\_

Secretary Signature

[DESIGN-BUILD FIRM SEAL]

Endorsed by OECI Committee: \_\_\_\_\_

(External Communications and Inter-Governmental Committee)

Approved by MDX Board: \_\_\_\_\_

MDX PROCUREMENT/CONTRACT NO.: \_\_\_\_\_

MDX WORK PROGRAM NO.: \_\_\_\_\_

MDX PROJECT/SERVICE TITLE: \_\_\_\_\_

Exhibits Attached:

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

- Exhibit A Design-Build Scope of Services
- Exhibit B Design and Construction Criteria
- Exhibit C MDX General Specifications for Design Build
- Exhibit D MDX RFP-XX-XX Solicitation Documents (inclusive of addenda)\*
- Exhibit E Design-Build Technical Proposal\*
- Exhibit F Design-Build Price Proposal Form\*
- Exhibit G Design-Build Contract Bond
- Exhibit H Sworn Statement on Public Entity Crimes and Debarment
- Exhibit I Small Business and/or Local Business Participation Statements
- Exhibit J Subcontractor/Subconsultant Utilization Report
- Exhibit K MDX Procurement Policy\*\*
- Exhibit L MDX Small Business Participation Policy\*\*
- Exhibit M MDX Local Business Participation Policy\*\*
- Exhibit N MDX Code of Ethics\*\*
- Exhibit O MDX Annual Disclosure Form\*\*
- Exhibit P Insurance Requirements

\* Provided in electronic format.

\*\* Current Policies and Forms available on the MDX website at:  
<https://www.mdxway.com/business/procurement-documents>

**PLEASE NOTE:**

If in substantial form some of these attachments are not available now but will be provided to the Successful Design-Build Firm.