



AMENDMENT #1
Dated March 1, 2005

TO: ▪ All Capital Departments

DATE: March 1, 2005

FROM: Arthur Tillberg,
Chief Contracts and Standards Division
Capital Improvements Coordinator

SUBJECT: Amended Contract
CICC- 7040-0/07 -
MCC

The attached is the latest changes to the original Miscellaneous Construction Contracts CICC 7040-0/07 contract document and Policies & Procedures. This Amendment is effective immediately. Departments and CONTRACTORS are required to refer and utilize this amendment where applicable in the sequence of their contracts.

ATTACHED:

Sent to Departments and Contractors:

- Amendment #1, dated March 1, 2005 noting specific changes to the CICC 7040-0/07 contract.
- Latest forms pertaining to the CICC 7040-0/07 contract.

Sent to Departments only:

- Latest Policies and Procedures, revised March 1, 2005.
- New CIIS on-line step-by-step reporting and tracking system.
- Revised ten forms for use within the new CIIS on-line system.

Questions pertaining to the attached submittal should be directed to:

Laurie Johnson/Contract Administrator

Miami-Dade County

Office of Capital Improvements Construction Coordination

111 N.W. 1st Street, Suite 1715,

Miami, Florida 33128-1983

Telephone: (305) 375-2606

Fax: (305) 372-6157



Miami-Dade County

Sent Certified Return Receipt _____

Capital Improvements Construction Coordination

Stephen P. Clark Center

111 N. W. First Street, Suite 1715

Miami, Florida 33128-1909

CICC 7040-0/07 Amendment to Contract

Date: March 1, 2005

Description: **Amendment No. 1 (One)**

The attached:

- Amendment # 1, dated March 1, 2005 clarifications and modifications to the 7040-0/07 contract.

 - Amendment # 1, dated March 1, 2005 revised and up dated forms associated with the 7040-0/07 contract.
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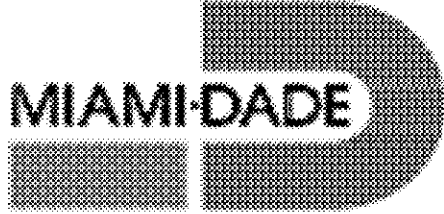
Departments and CONTRACTORS are required to refer, utilize and comply with this Amendment where applicable based on the present day status of the contract. All else remains the same. This document must be signed and returned as part as continuity of your contract. Failure to return this document signed may result in your contract being suspended as non-responsive. This Amendment shall have no fiscal impact on Miami-Dade County. If there are any questions pertaining to this document, please contact Laurie Johnson/Contract Administrator at (305) 375-2606.

Contractor Company Name: _____

Name of Individual Authorized to Sign: _____

Title: _____

Signature: _____



MIAMI-DADE COUNTY, FLORIDA

CONTRACT AMENDMENT #1

Effective March 1, 2005

(Inclusive of all modifications prior to said date.)

**OFFICIAL NOTICE TO ALL QUALIFIED
CONTRACTORS CONFORMING TO
CICC 7040-0/07**

Title: Miscellaneous Construction Contract

Contract Administrator: Laurie Johnson

Miami-Dade County
Office of Capital Improvements Construction Coordination
111 N.W. 1st Street, Suite 1715, Miami, Florida 33128-1983

Amendment #1, dated March 1, 2005 includes clarifications and modifications to the 7040-0/07 contract. Departments and CONTRACTORS are required to refer, utilize and comply with this amendment where applicable based on the present day sequence of the contract.

Section 1 General Terms and Conditions:

Title page,

Delete: "Race Conscious" and replace with "CSBE".

1.1 Definitions:

Add: DBD – Shall refer to as Miami-Dade County's Department of Business Development.

1.2 Instructions to Respondents:

Vendor Registration,

Delete: "Item 12– Minority and Disadvantaged Business Enterprises" in its entirety and replace with, "Item 12- Community Small Business Enterprises (CSBE). The County endeavors to obtain the participation of all CSBEs pursuant to Sections 10-33.02 of the County Code."

Delete: "Item 16– Living Wage in its entirety" and replace with "Item 16- Responsible Wage – Pursuant to Ordinance 90-143".

Conflicts within the Solicitation,

Third line, Add: "The CSBE Ordinance (Ord. 97-52)".

Third line, Move: "any addendum issued" before, "the Request for Price Quotation and Technical Specification".

Prompt Payment,

Delete: "Term", from title.

Third line, Delete: "2-8.1.4", and replace with "10-33.02".

Fifth line, Add: "to CSBE's" between "due" and "from".

Sixth line, Delete: "forty five (45) days from the receipt of proper invoice. The time at which payment shall be due to small businesses and minority business enterprises shall be thirty (30) days" and Add: "fourteen (14) days".

Eighth line, Delete: "thirty (30)" and replace with "fourteen (14)" days.

1.13 Subcontracting:

Third line, Replace: "Subcontracting without the prior consent of the County may result in termination of the contract for default. When subcontracting is allowed the Contractor shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35", With:

"Subcontracting without the prior consent of the County may result in a violation and sanctions may be imposed. Sanctions as delineated in the CSBE Ordinance and related governing documents include termination of the contract for default, debarment, and stop payments. When subcontracting is allowed the Contractor shall comply with County Resolution No. 1634-93, Section 10-34 and Section 2-8.8 of the County Code. When subcontracting CSBE work to a non-CSBE, the rules governing subcontracting as defined in the CSBE Participation Provisions attached hereto and made a part of this document, must be strictly followed."

Section 2 Special Conditions:

2.0 Index:

2.105,

Delete “OF LIENS” and delete “SUBCONTRACTORS STATEMENT OF SATISFACTION”. Title to read “RELEASE OF CLAIM/AFFIDAVIT AND PARTIAL OR FINAL RELEASE”.

2.0 Definitions:

CSBE,

First line, Delete: “CSBE means a construction related enterprise, including a design-build firm,” ...

And Replace with: “CSBE means a Certified Small Business Enterprise by Miami-Dade County primarily engaged in a construction related enterprise, including a design-build firm,” ...

2.2 Participation Measures for Community Small Business Enterprises (CSBE):

Fourth line, Delete: “\$500,000.01” and replace with “\$750,000.01”.

2.5 Emergency RPQs: (Add Section 2.5 in its entirety.)

All contractors qualified as General Building, General Engineering, General Mechanical and Specialty Trade Contractors are invited to join the emergency response team under CICC-7040-0/07 and CICC-7360-0/08, Miscellaneous Construction Contracts (MCC). Contractors responding to the request are noted in the system “EMERGENCY RESPONSE TEAM MEMBERS”. All contractors must be active as a Vendor with DPM, and approved for insurance sufficiency. Emergency Requests for Price Quotations (RPQ) processed through the CICC 7040 contract are set-aside for firms certified by the Department of Business Development as Community Small Business Enterprise (CSBE) firms Level I & II, certification status must be active at time of award and active throughout the duration of the contract.

A. Emergency Response Team (ERT) Contractors:

ERT Contractors must respond to the emergency call within 2 hours of first contract and be available 24 hours per day, and 7 days a week. **Contractors who refuse emergency work when called upon or are not reachable through the contact numbers provided will be removed from the Emergency Response Team.**

B. Sub-contracting emergency Work is Prohibited:

Contractors responding to emergency projects are prohibited from sub-contracting any of the emergency work; all work must be performed with company's permanent or temporary staff excluding any work which is incidental to work of the specialty trade and is specified as being the work other than that of the specialty trade as certified.

C. Contract Awarding:

Contract award for emergency projects will be made only to responsive, responsible bidder who meets the qualification listed in the CICC 7040-0/07.

2.10 County Damages in Case of Delay:

Paragraph A (1):

Fourth line, "Attachment 25" has been replaced with "Attachment 1".

Paragraph A (2):

Second line, "Attachment 25" has been replaced with "Attachment 1".

2.11 Insurance Requirements:

Replace Section 2.11 up to and including Section 2.11, Paragraph E with the following:

The award of all RPQ/Project is contingent on the submittal of the required certificate of insurance and list Miami-Dade County, Office of Capital Improvements Construction Coordination (CICC), 111 N.W. 1st Street, Suite 1715, Miami, Florida 33128 as the certificate holder and additional insured with respect to public Liability. Prior to issuing a Notice to Proceed on any RPQ/Project the Contractor must be approved for insurance sufficiency in accordance with contract and the specific RPQ.

1. All RPQ/projects with an estimated dollar value under \$500,000 the minimum coverage required should not be less than \$300,000 for Public Liability and Automobile Liability, as noted below and stated in the contract document;
2. All RPQ/projects with an estimated dollar value over \$500,000 the minimum coverage required should not be less than \$500,000 for Public Liability and Automobile Liability; RPQ document should indicate that additional coverage is required increasing the minimum coverage noted in the contract document.
3. All RPQ/projects with an estimated dollar value over \$500,000 and the scope of work requiring a new construction of a building or structure the RPQ should indicate that supplemental insurance coverage is required items -"D & E" if recommended for an award. Certificate(s) of Insurance, which indicate that insurance coverage has been obtained, and meets the requirements as outlined in A., B., and C below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute Chapter 440.
- B. Public Liability on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance covering all OWNED, NON-OWNED and HIRED vehicles used in connection with the Work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

Note: Under no circumstances are Contractors permitted on the Aviation Department facility, Aircraft Operating Airside (A.O.A) without increasing automobile coverage to \$5 million. (As of 8/1/03) Acquisition and proof of this coverage will be stipulated as a condition of award in applicable RPQs. Only vehicles owned by a company will be authorized. Vehicles owned by individuals will not be authorized.

Original Policies shall specify the coverage required in D. & E. below:

- D. Owner's Protective Liability Insurance – issued in the name of **Miami-Dade County as sole insured** in an amount not less than \$500,000 per occurrence for bodily injury and property damage combined.
- E. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than 100% of the insurable value of the building or structure. The policy shall be in the name of the County and the Contractor as their interest may appear.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most closely reflect the operations of the vendor.

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 "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of 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.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of the Contract.

2.12 Bid Bond Based on Percentage of Bid Price:

Paragraph B,

Fifth line, Delete: “fifteen (15)” and replace with “fourteen (14)”.

2.13 Payment and Performance Bonds:

Paragraph B,

Third line, Add: the word “calendar” after 14.

2.15 Invoices and Payments:

Paragraph C,

Third line, Delete: “an affidavit of payment and a release”.

Sixth line, Delete: “have been paid in full for”.

Paragraph D,

Third line, “**Attachment 29**” has been replaced with “**Attachment 2**”.

Paragraph F,

First line, “Attachment 29” has been replaced with “Attachment 2.”

Eleventh line, Delete: “s” on the end of the word “releases”.

Thirteenth line, “**Attachment 30**” has been replaced with “**Attachment 3**”.

Paragraph I,

Sixth line, “**Attachment 31**” has been replaced with “**Attachment 4**”.

Paragraph J,

Delete paragraph and replace with paragraph to now read:

“Payment(s) for work completed and accepted by the County are to be made within fourteen days (14) days from receipt of a proper invoice. Payments are governed by procedures outlined in Prompt Payment as amended in CSBE Ordinance 97-52.”

2.23 Responsible Wages & Benefits (Ordinance 90-143):

Add to bottom of paragraph:

“Copies of the Wage and Benefit Schedule can be obtained at <http://www.miamidade.gov/dbd/reports.htm>.”

Paragraph A,

Add new paragraph A in its entirety after first paragraph:

“**U.S. Department of Housing & Urban Development, Region IV Prevailing Wage-** Miami-Dade Housing Authority shall comply with Attachment A/Contracts for the

Routine Maintenance Services or Work-Prevailing Wage and other Labor Standard Provisions of Section 12 of the Housing Act of 1937. Section 12 of the Housing Act of 1937 as amended requires that Laborers & Mechanics employed in the service of the operation of a Public Housing Authority (PHA) comply with the Attachment A.”

2.24 Permits, Inspections, Fees and Taxes:

Change paragraph numbering from “**K & L**” to “**C & D**”.

2.26 Awarding Work Assignments:

Second line, “**Attachment 1**” has been replaced with “**Attachments 5 & Appendix 5A**”.

2.27 Procedures for Obtaining RPQs:

Change paragraph numbering change from “**M, N, O, P**” to “**D,E,F,G**”.

Paragraph G (3),

For Projects Valued at \$200,000.01 to \$1,000,000.00:

Fourth line, “**Attachment 2**” has been replaced with “**Attachment 5A & 5A Appendix A**”.

Add Paragraph H,

“The County may distribute invitations by the submitting the Request for Price Quotation (RPQ) Notification “**Attachment 6**” to notify CONTRACTORS who are interested in obtaining a bid package.

2.30 RPQ Opening Process:

Paragraph A,

Add sentence to bottom of paragraph:

“All Procedures stated above shall be subject to all the requirements as set forth in the CSBE Participation Provisions”.

Paragraph C,

First line, “**Attachment 5**” has been replaced with “**Attachment 7**”.

2.31 Request for Clarification/Information of an RPQ:

Third line, “**Attachment 3**” has been replaced with “**Attachment 8**”.

Fourth line, “**Attachment 4**” has been replaced with “**Attachment 9**”.

2.32 Responsibility of the CONTRACTOR:

Eighth line, Delete “liens/” before the word “claims” and Delete the word fees after the word “claims.

2.33 Subcontracting of Work: Post Award:

Eighth line, “**Attachment 6**” has been replaced with “**Attachment 10**”.

Sixteenth line, “**Attachment 7**” has been replaced with “**Attachment 11**”.

2.34 Notice to Award:

Change title to read, “**Recommendation to Award**”.

Fifth line, “**Attachments 8 & 8A**” has been replaced with “**Attachments 12.**”

Eighteenth line, “**Attachment 8A**” has been replaced with “**Attachment 12**”.

2.35 Notice to Occupy Site:

Fourth line, “**Attachment 9**” has been replaced with “**Attachment 13**”.

2.36 Notice to Proceed:

Second line, “**Attachment 10**” has been replaced with “**Attachment 14**”.

2.38 Substantial Completion, Punch List and Final Acceptance:

Paragraph A,

Change paragraph to read:

“When the CONTRACTOR is of the opinion that the work is substantially complete, the CONTRACTOR shall request in writing by submitting the “Request for Substantial Completion Inspection” form (**Attachment 16**) signed to request the Project Manager to inspect the Work to determine if Substantial Completion has been achieved. The Project Manager shall then schedule a date and time for any inspections required and notifies the CONTRACTOR and any other parties deemed necessary. The substantial completion inspections are intended only for the owner’s, department’s and consultant’s inspections. The CONTRACTOR is required to have conducted all permit type inspections and achieve approval from and closure for all permit categories under the projects permit and obtain the necessary Certificate of Occupancy or Certificate of completion from the governing building department prior to requesting for the Substantial Completion Inspection. During this inspection, the Project Substantial completion Form (**Attachment 15**) will be completed by both the Project Manager and the CONTRACTOR as necessary. Any remaining Work shall be identified on this form and shall be known as Punch List Work. The Punch List form, (**Attachment 17**), shall be signed by both the Project Manager and the CONTRACTOR confirming that the Punch List contains the item(s) necessary to complete the Work.”

Paragraph B,

Change paragraph to read:

“The Project Substantial Completion Form is declared executed by signature of both the Project Manager and the CONTRACTOR confirming that the project is substantially complete and that there are no unacceptable variations of construction from the Contract and/or RPQ, and that the Work is fit for its intended purpose.

The acceptance of the Work being substantially complete is executed by the signature of the Project Manager on the Substantial Completion Form (**Attachment 15**). By the

signature of the Project Manager the date is established for the Substantial Completion date. Achievement of Substantial Completion does not relieve the CONTRACTOR from its obligation to complete the project in the allotted duration of the Contract. Although execution of the Substantial Completion concludes the daily Liquidated Damages, the County reserves the right to impose Liquidated Damages in the form of labor, materials and administrative time necessary to complete the project in the event the CONTRACTOR does not complete the punch list in a timely fashion.”

Paragraph D,

Fifth line, “Attachment 14” has been replaced with “Attachment 18”.

Paragraph E,

Third line, Change “Section 307 of the South Florida Building Code” to “Section 106 of the Florida Building Code”.

Paragraph F,

Third line, “Attachment 15” has been replaced with “Attachment 19”.

2.41 County Furnished Drawings:

Paragraph A,

Tenth line, “Attachment 16” has been replaced with “Attachment 20”.

Eleventh line, “Attachment 17” has been replaced with “Attachment 21”.

2.42 Interpretation of Drawings and Documents:

Tenth line, “Attachment 16” has been replaced with “Attachment 20”.

Eleventh line, “Attachment 17” has been replaced with “Attachment 21”.

2.45 As-Build Drawings:

Paragraph A,

Second line, “Attachment 18” has been replaced with “Attachment 22”.

Sixth line, “Attachment 19” has been replaced with “Attachment 23” .

2.46 Shop Drawings:

Paragraph C,

Second Line, “Attachment 18” has been replaced with “Attachment 22”.

Paragraph D,

Third line, “Attachment 19” has been replaced with “Attachment 23”.

2.51 Pre-Construction Meeting:

Paragraph B,

Third line, “Attachment 20” has been replaced with “Attachment 24”.

2.52 Progress Meeting:

Paragraph C,

Second line, “Attachment 21” has been replaced with “Attachment 25”.

2.57 Accidents:

Seventh line, “Attachment 22” has been replaced with “Attachment 26”.

2.60 Differing Site Conditions:

Paragraph A,

Second line, “Attachment 23” has been replaced with “Attachment 27”.

2.64 Preliminary Occupancy:

Eighth line, “Attachment 24” has been replaced with “Attachment 28”.

2.66 Extensions of Time:

Paragraph C,

Sixth line, “Attachment 26” has been replaced with “Attachment 29”.

2.69 Stop Work Order:

Paragraph A,

First line, “Attachment 27” has been replaced with “Attachment 30”.

2.70 Termination for Convenience by the County:

Third line, “Attachment 28” has been replaced with “Attachment 30”.

2.93 Extra Work Directive:

Paragraph A,

Third line, “Attachment 39” has been replaced with “Attachment 37”.

2.94 Change Order Procedures and Basis for Payment:

Paragraph C,

Second line, “Attachment 38A” has been replaced with “Attachment 39”.

2.105 Release of Liens/Subcontractors Statement of Satisfaction:

Title, Delete the phrase “Liens/Subcontractors Statement of Satisfaction” and Add the phrase “Claim/Affidavit and Partial or Final Release”.

Paragraph A,

At the end of paragraph, Add “by submission of the Certification of the Contractor (Attachment 43) with each request of payment”.

Paragraph B,

Second line, “Attachment 43” has been replaced with “Attachment 43A”.

Second line, Delete: “of Lien/Subcontractor’s Statement of Satisfaction”.

Seventh line, Delete: “of Liens/Subcontractor’s Statement of Satisfaction”.

Eighth line, “**Attachment 43**” has been replaced with “**Attachment 43B**” .

Paragraph C,

Second line, Delete: “Release of Lien/Subcontractor’s Statement of Satisfaction” and replace with “in lieu of the Affidavit and Partial release”.

2.110 Requests for Information (RFI) – Post Award of RPQ:

First line, “**Attachment 16**” has been replaced with “**Attachment 20**”.

Fifth line, “**Attachment 17**” has been replaced with “**Attachment 21**”.

2.112 Contract Type Assistance Furnished Personnel:

Change Paragraph lettering from “**D**” to “**C**”.

2.117 Hurricane Watch/Warning Notifications:

Add **Section 2.117** in its entirety:

“Although the project manager may issue Hurricane Notifications as a reminder based on the official notice from the National Oceanic and Atmospheric Administration (NOAA), it is the CONTRACTORS responsibility to take necessary actions to properly prepare the site, with or without the issuance of a Hurricane Notifications from the project manager. It is the CONTRACTOR’s responsibility may wish to pass this Notification on to all subcontractors to take necessary action a well. The project manager along with the CONTRACTOR is expected to have exchanged emergency contacts and telephone numbers prior to the project commencement.

A. Hurricane Watch Notification:

The “Hurricane Watch Notification” (**Attachment 46**) is issued by the project manager as a reminder to the CONTRACTOR that a Hurricane Watch is in affect. CONTRACTORS should be reviewing their necessary action to prepare for a Hurricane. At this time the CONTRACTOR may wish to remove debris from site, secure all materials and construction trailers. Construction trailers and offices should have already been anchored in accordance the permit for temporary facilities. The CONTRACTOR may wish to remove dumpsters and portable sanitary from the site.

B. Hurricane Warning Notification:

With this notification the CONTRACTOR should take necessary action to remove all debris and secure construction materials. Formwork and scaffolding shall be either removed or secured in a manner to withstand impending hurricane force winds. The issuance of form (**Attachment 47**) may be issued as a reminder from the project manager; however it is the CONTRACTOR’s responsibility to take the

necessary action, with or, without the issuance of notification from the project manager.”

2.118 Contractor Evaluation:

Add Section 2.118 in its entirety:

“At the completion of each project the project manager will complete the “Contractor Evaluation” form (**Attachment 48**). This form is generic for either Contractor or Consultant and will allow the County to be informed of the contractor’s performance.

2.119 Contract Status:

Add Section 2.119 in its entirety:

The project manager will complete and update the “Contract Status” form (**Attachment 49**) on a monthly bases to up date the project status in the CIIS.

The “Index for 7040-0/07 Contract Forms” and referenced forms are the latest and are attached for the CONTRACTOR’S use.