



**DOC. NO.: CICC 7040-0/07**

**INITIAL SUBMISSION DATE:  
October 18,2002**

**MIAMI-DADE COUNTY, FLORIDA  
NOTICE TO QUALIFIED CONTRACTORS  
REQUEST TO PARTICIPATE  
TO ESTABLISH A POOL OF CONSTRUCTION CONTRACTORS**

**T I T L E  
MISCELLANEOUS CONSTRUCTION CONTRACT FOR QUALIFIED COMMUNITY  
SMALL BUSINESS ENTERPRISE GENERAL BUILDING/ENGINEERING AND  
SPECIALTY TRADE CONTRACTORS FOR A FIVE (5) YEAR PERIOD FOR  
VARIOUS COUNTY DEPARTMENTS**

**THE FOLLOWING ARE REQUIREMENTS OF THIS SOLICITATION, AS NOTED BELOW:**

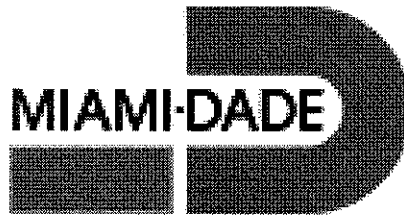
<b>AFFIDAVITS:</b> .....	<b>ATTACHED</b>
<b>BID DEPOSIT AND PERFORMANCE BOND:</b> .....	<b>SEE SECT. 2.0, para's. 2.12 &amp; 2.13</b>
<b>CATALOGUE AND LISTS:</b> .....	<b>N/A</b>
<b>CERTIFICATE OF COMPETENCY:</b> .....	<b>SEE SECT. 2.0, para. 2.14</b>
<b>EQUIPMENT LIST:</b> .....	<b>N/A</b>
<b>INSURANCE</b> .....	<b>SEE SECT 2.0, para. 2.11</b>
<b>LIVING WAGE</b> .....	<b>N/A</b>
<b>PRE-BID CONFERENCE/WALK-THRU:</b> .....	<b>SEE SECT. 2.0, para. 2.3</b>
<b>RACE-CONSCIOUSNESS MEASURE:</b> .....	<b>SEE SECT. 2.0, para. 2.2</b>
<b>SAMPLES/INFORMATION SHEETS:</b> .....	<b>N/A</b>
<b>SECTION 3 - MDHA:</b> .....	<b>N/A</b>
<b>SITE VISIT/AFFIDAVIT:</b> .....	<b>N/A</b>
<b>SURCHARGE FEE:</b> .....	<b>N/A</b>
<b>WRITTEN WARRANTY:</b> .....	<b>SEE SECT 2.0, para. 2.19</b>

**FOR INFORMATION CONTACT:  
LAURIE JOHNSON - CONTRACT ADMINISTRATOR  
305-375-2606**

**IMPORTANT NOTICE TO POTENTIAL RESPONDENTS**

**THIS CONTRACT IS A SET-ASIDE SOLELY FOR "COMMUNITY SMALL BUSINESS  
ENTERPRISE (CSBE) LEVEL I, LEVEL II, AND PROVISIONS FOR INCLUSION OF LEVEL III  
CONSTRUCTION CONTRACTORS" AS PER RESO. (R-299-02)**

**MIAMI-DADE COUNTY  
OFFICE OF CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**



**MIAMI-DADE COUNTY, FLORIDA**

**NOTICE TO QUALIFIED CONTRACTORS  
REQUEST TO PARTICIPATE**

**Doc. Number: CICC 7040-0/07  
Title: Miscellaneous Construction Contract**

**Participant Submittals will be received  
Monday thru Friday  
8:00 a.m. to 5:00 p.m.**

**At the:  
Office of Capital Improvements  
111 N.W. 1<sup>st</sup> Street, 21<sup>st</sup> Floor, Suite 2130  
Miami, Florida 33128-1983**

Submittals will be opened and reviewed, as received, on a continuing basis. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each package submitted to the Office of Capital Improvements shall have the following information clearly marked on the face of the envelope: the Contractor's name, return address, telephone number, fax number, solicitation number (CICC 7040 0/07), submission date and the title of the solicitation. Included in the envelope shall be an original submission package, plus attachments if applicable. Failure to comply with this requirement may result in your submission being delayed or not considered for participation in the program.

# **Notice to Qualified Contractors**

## **REQUEST TO PARTICIPATE**

Miami-Dade County is soliciting interested certified contractors to perform Miscellaneous Construction Contracts (MCC) for various Departments throughout Miami-Dade County. Those contractors accepting a contract will be required to furnish all labor, material, and equipment to perform the work as stated on work orders issued by the County.

**Project Name:** Miscellaneous Construction Contract  
**Project Number:** CICC 7040-0/07  
**Location:** Various Countywide  
**Description:** Work orders, below \$1,000,000.00 in value, will be issued for proposals from small contractors qualified for work in specific trade categories and general contractor category from various Miami-Dade County Departments.  
**Funding Source:** Various

### **MIAMI-DADE CONTRACTOR'S CERTIFICATION IS REQUIRED IN ONE OR MORE OF THE FOLLOWING:**

- State of Florida, General Building or Engineering license registered with Miami-Dade County
- As administered by the Miami-Dade County Public Works Department:
  - 01 - General Engineering
  - 02 - Plant Construction
  - 03 - Pipe Lines
  - 04 - Structural
  - 05 - Sea Walls & Small Docks
  - 06 - Pile Driving & Foundations
  - 07 - Paving
  - 08 - Concrete Work
  - 09 - Excavating & Grading
  - 10 - Land Clearing & Grubbing
  - 11 - Soil Compaction & Tamping
  - 12 - Railroad Construction
  - 13 - Underground Electrical & Communication Conduits
  - 14 - Fuel Transmission & Distribution Lines
  - 16 - Asphalt Sealing (not roadway pavement)
  - 17 - Direct Cable Burial (CATV)
- As administered by the Miami-Dade County Building Code Compliance Office (General Categories listed. For listing of sub-categories refer to Section 3.0, paragraph 3.2)
  - 1- Electrical (11 sub-categories)
  - 2- Plumbing (8 sub-categories)
  - 3- Mechanical (34 sub-categories)
  - 4- Liquefied Petroleum
  - 5- Building (3 sub-categories)
  - 6- Building Specialties (47 sub-categories) (from caulking to waterproofing)
  - 7- Maintenance (4 sub-categories)

**NOTE:** Vendors doing roof replacement must submit proof of Certified Manufacturers Roofing System Installer Certificate with the number of warranty years of roofing system with each Request for Price Quotation (RPQ)

### **MINIMUM QUALIFICATION REQUIREMENTS**

**Certified Level One or Level Two, "CSBE"**, General Building, General Engineering, or Specialty Trade Contractor. Level Three CSBE's may be included in the event CSBE legislation amendments allow for their inclusion.

### **QUALIFICATIONS OF CONTRACTORS (at the time of RPQ)**

- (a) That the Contractor will have available to perform the work at the proper time or times, in a high quality manner, minimizing inconvenience to the public, with adequate equipment and facilities, listing such equipment and facilities in such detail that they can be quickly and accurately checked;

- (b) That the contractor can dedicate assets and resources to the project to work expeditiously no less than 40 hours per week from issuance to completion of a given work order;
- (c) If the Contractor is a corporation, the names of all corporate officers and the name of the executive who will give his personal attention to the work;
- (d) Detailed financial information relating to the resources of the Contractor.
- (e) Adherence to all requirements as specified in the Notice to Qualified Contractors

To request a copy of any ordinance, resolution and /or administrative order required, the Contractor must contact the Clerk of the Board at (305) 375-5126.

**CONTRACT DOCUMENTS** are open to public inspection and may be obtained from the Office of Capital Improvements 111 N.W. 1<sup>st</sup> Street, 21<sup>st</sup> Floor, Suite 2130, Miami Fl. 33128

**RESPONSE PROCEDURE:** Qualified contractors are encouraged to submit the REQUEST TO PARTICIPATE FOR QUALIFIED CONTRACTORS package to the **Office of Capital Improvements 111 N.W. 1<sup>st</sup> Street, 21<sup>st</sup> Floor, Suite 2130, Miami Fl. 33128.** The phone number for the OCI is (305) 375-2724 and the fax is (305) 372-6130. To expedite this procedure, a faxed copy of the REQUEST TO PARTICIPATE FOR QUALIFIED CONTRACTORS package completed, signed, and received prior to the above deadline, will be acceptable.

At the time of submitting this Request To Participate, the Contractor must submit a copy of their trade license / occupational license and general liability insurance certificate or insurance binder. Within 10 working days of award of a work order and prior to the issuance of any work, the responding contractors will be required to submit proof of any additional insurance, and other documentation as specified in the contract. Failure to submit this documentation will delay all assignments for work orders or future RPQ's until these requirements are met.

Upon written notice stating a specific rationale such as, but not limited to, funding reductions, poor work quality or inconsistent work, the County in its sole judgment has the right to render a contractor as inactive and to cease issuing work orders to any contractor whether or not the contract amount or term has been utilized to its maximum capacity.

**CICC 7040-0/07**

**REQUEST TO PARTICIPATE FOR PRE-QUALIFIED CONTRACTORS**

All CSBE participants are assigned a CSBE Number, identified trade or general categories and CSBE level

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

CSBE Assigned Number: \_\_\_\_\_

Qualified CSBE Trade Category(s) (if more than one, list all): \_\_\_\_\_

\_\_\_\_\_

Contractor's License Number(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_ Expiration Date: \_\_\_\_\_

Miami-Dade CSBE Level: \_\_\_\_\_

Bonding Capacity : \$ \_\_\_\_\_

Note: A bond may not be required for work orders less than \$200,000.00

Contact Person (print or type): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
(number & street) (suite) (city) (state) (zip)

YES NO

My firm / personnel will submit for background security investigations for any work to be performed within high security areas of Miami-Dade County (a checked NO will not exclude a firm from bidding in other than secured areas)

By signing below, I certify that I have received a copy of the contract documents and have thoroughly reviewed the information contained therein. I further certify, that all information provided herein is accurate, that I agree to the terms and conditions as specified in the Contract Documents, and will actively participate in the RPQ bidding process and accept work if selected under this process.

Type / Print Owner / Principal: \_\_\_\_\_

Signature of Owner / Principal: \_\_\_\_\_ Date: \_\_\_\_\_

**FIRM'S RESPONSIBILITY AFFIDAVIT**

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF MIAMI-DADE         )

The undersigned, being first duly sworn, states as follows:

**GENERAL**

1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit as the "Respondent").
2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require to verify the accuracy and completeness of any of the representatives.
3. The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

**OWNERSHIP DISCLOSURE**

4. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable). The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable). In addition to Pre-Qualification Certification requirements, a business, alone or as a member of a group, shall own or control only one firm including affiliates in the EDP Pool. This information shall be supplied on the attached Ownership Disclosure form and signed by the Respondent.

**EMPLOYMENT DISCLOSURE**

5. The following information and attachments are provided and are in compliance with all items in County Ordinance No. 90-133, amending Section 2.8-1; Subsection (d)(2):

- a. Does your firm have a collective bargaining agreement with its employees?  
 Yes                       No
- b. Does your firm provide paid health care benefits for its employees?  
 Yes                       No
- c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:
- |                  |       |        |       |          |       |
|------------------|-------|--------|-------|----------|-------|
| White:           | _____ | Males: | _____ | Females: | _____ |
| Asian:           | _____ | Males: | _____ | Females: | _____ |
| Black:           | _____ | Males: | _____ | Females: | _____ |
| American Indian: | _____ | Males: | _____ | Females: | _____ |
| Hispanics:       | _____ | Males: | _____ | Females: | _____ |
| Aleut (Eskimo):  | _____ | Males: | _____ | Females: | _____ |
| _____:           | _____ | Males: | _____ | Females: | _____ |

**EMPLOYMENT DRUG FREE WORKPLACE**

6. The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

**EMPLOYMENT FAMILY LEAVE**

7. That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

**ARREARS WITH THE COUNTY**

8. That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

**CODE OF BUSINESS ETHICS**

9. I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

**NO CRIMINAL RECORD**

10. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**DEBARMENT AND SUSPENSION DISCLOSURE**

11. The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County.

**NON -DISCRIMINATION BASED ON DISABILITY**

12. The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

**PUBLIC ENTITY CRIMES**

13. The Respondent has not been convicted of a public entity crime and may submit a bid in accordance with Section 287.133 of the Florida Statutes.

**FAIR SUBCONTRACTING**

14. Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements; and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

**LIVING WAGE (IF APPLICABLE)**

- 15 . If applicable, the Respondent is in full compliance with Section 2-8.9 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the wage rates set forth in that Section.

**FAIR WAGE (IF APPLICABLE)**

- 16 . If applicable, the Respondent is in full compliance with Section 2-11.16 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the project minimum wage rates set forth in that Section and the labor provisions of the contract documents.

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

The foregoing was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

### Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

(To be completed by bidders who have not previously submitted this document under CICC #7360-0/08)

**Firm Name** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDHA) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135 (fax MDHA (305) 644-5394 to obtain a copy).

#### **Recruitment Procedures Required to Fill Vacant or New Consultant/Subconsultant Positions Resulting from MDHA Awards (Applicable to Single Trade and Multi-Trade Projects)**

1. Fax (305) 644-5394, MDHA Quality Assurance and Compliance, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review *Section 3 Clause*).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDHA projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDHA as requested.
9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDHA bidder only, and will be distributed at each pre-construction meeting (fax MDHA (305) 644-5394 to obtain copies).

#### **Consultant's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)**

Consultant will follow Plan's affirmative marketing steps for each MDHA award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide MDHA with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to MDHA when requested.

1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to *MDHA Quality Assurance and Compliance* (Compliance) for S-3 business application assistance.
2. Fax (305)-644-5394, *Compliance*, for current MDHA S-3 business lists and solicit to firms on these lists.
3. Contact *Department of Business Development* (DBD), (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to MDHA project awards.
5. Fax, send or deliver "***Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses***" form, to all prospective subconsultant firms solicited for each MDHA award.
6. Allow each subconsultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "***Letters of Intent***" forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with "***Certificate of Unavailability***" form .
7. Use the "***Outreach Documentation Form***" to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant's bid amount would make the project infeasible.
9. Submit the following evidence to MDHA when requested during pre-award phase, and during post-award phase prior to selection of any new subcontractors: (1) Refer to nos. 3-8 above and bid document under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one), (2) *Document 00430, "List of Subcontractors/Subconsultants"*, and, (3) from consultant/contractor and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Subconsultant Certification"*.
10. For each MDHA project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

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Sign and Print Firm Official's Name and Title

Submission Date

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Firm Name/Address

Firm Telephone and Fax Numbers: \_\_\_\_\_

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**DOCUMENT REQUIRED WITH BID SUBMISSION FROM BIDDERS WHO HAVE NOT  
PREVIOUSLY SUBMITTED PLAN UNDER CICC # 7360-0/08**

**SECTION 1  
GENERAL TERMS AND CONDITIONS**

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## **GENERAL TERMS AND CONDITION**

### **1.1 DEFINITIONS**

**Submittal** – shall refer to any documents submitted in response to this solicitation.

**Respondent** – shall refer to anyone submitting documents in response to this solicitation.

**Solicitation** – shall mean this request for documentation, including any and all addenda.

**County** – shall refer to Miami-Dade County, Florida

**CICC** – shall refer to Miami-Dade County’s Office of Capital Improvements Construction Coordination.

**DPM** – shall refer to Miami-Dade County’s Department of Procurement Management

**Enrolled Vendor** – **EFFECTIVE JULY 1, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

**For additional information about on-line vendor enrollment or vendor registration contact the Vendor Information Center at 111 N.W. 1<sup>st</sup> Street, Suite 112, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://www.co.miami-dade.fl.us/dpm>.**

### **1.2 INSTRUCTIONS TO RESPONDENTS**

#### **Contractor Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors/contractors regularly engaged in the type of work and have been certified as a Community Small Business Enterprise as specified in this Solicitation are encouraged to respond to this Solicitation. Vendors/contractors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), vendors/contractors must complete a “Miami-Dade County Business Entity Registration Application”. Only Registered vendors/contractors can be awarded County contracts. Vendors/contractors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1<sup>st</sup> Avenue, 28<sup>th</sup> Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

#### **Vendor Registration**

To receive work under this contract, the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division prior to being assigned any work under this contract. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned prior to the setting of the rotation, the County may not include the contractor in the lottery to establish rotation position and will place the contractor at the end of the rotation list as of the date this document is received. The contractor may obtain the Miami-Dade County Business Entity Registration Application and all affidavits by downloading them from DPM’s website at

<http://www.co.miami-dade.com> or from the Vendor Information Center, located in the lobby of the Stephen P. Clarke Center at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
10. Inspector General pursuant to Section 2-1076 (c) (6) of the County Code, the cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.
11. Independent Private Sector Inspector General – pursuant to Section 2-1076 (c) (8) of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

#### **Public Entity Crimes**

To be eligible to participate in this contract, as well as any firm wishing to do business with the County, the vendor/contractor must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a

public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **Request for Additional Information**

Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “**Cone of Silence**”. This solicitation is a non-competitive qualification process to populate an Open Enrollment Miscellaneous Construction Contracts pool, which shall remain open for continuous enrollment after the initial solicitation and is therefore not subject to the Cone of Silence Ordinance. Please note that all Requests for Price Quotations issued under this contract will be considered a competitive bid process and be individually subject to the Cone of Silence

It is the Respondent’s responsibility to ensure receipt of all addenda, and any accompanying documentation, The Respondent is required to submit with its submittal a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

### **Contents of Solicitation and Respondent’s Responsibilities**

It is the responsibility of the Respondent to become thoroughly familiar with the requirements, terms and conditions of this solicitation. Pleas of ignorance by the Respondent of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the contractor.

This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

### **Conflicts Within The Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, any addendum issued, or the Request for Price Quotation Technical Specifications, the order of precedence shall be: the Request for Price Quotation Technical Specifications, any addendum issued, the Special Conditions, and then the General Terms and Conditions.

### **Prompt Payment Terms**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County

Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

### **1.3 PREPARATION OF SUBMITTAL**

Section 3 of this Solicitation contains submittal requirements, forms and documentation.

#### **FAILURE TO SIGN THE NOTICE TO QUALIFIED CONTRACTORS, REQUEST TO PARTICIPATE FORM SHALL RENDER THE SUBMITTAL AS NON-RESPONSIVE.**

The Respondent may be considered non-responsive if submittals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation. Rejection of a submittal does not prevent the Respondent from making corrections and resubmitting for approval. This is an open continuous enrollment Contract.

### **1.4 CANCELLATION OF SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

### **1.5 PARTICIPATION AS A RESULT OF THIS SOLICITATION**

Qualification and participation as a result of this solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application, have been certified as a Community Small Business Enterprise Level 1 or level 2, and that satisfy all necessary legal requirements to do business with Miami-Dade County. All submissions must present a copy of their Miami-Dade County issued Occupational License.

The Notice to Qualified Contractors, Request to Participate, any addenda and/or properly executed modifications, the purchase order, any RPQs awarded to a Contractor, and any change order(s) shall constitute the contract.

Participation on this contract may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.

The actual issuance of work under this solicitation is defined in Section 2, paragraph 2.6, entitled Method of Award, which may differ from the methods outlined in this section.

### **1.6 CONTRACT EXTENSION**

The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the original contract period. In such event, the County will notify the Contractors in writing of such extensions.

This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Respondents.

### **1.7 WARRANTY**

All warranties, express and implied, shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the County, the successful Respondent shall correct any and all apparent and latent defects that may occur within the

manufacturer's standard warranty. The Special Conditions of the Solicitation may supersede the manufacturer's standard warranty.

### **1.8 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with all successful Respondents that will satisfy its needs as described herein. However, the County reserves the right, as deemed in its best interest, to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

### **1.9 CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the involved contractor, continue until completion at the same prices, terms and conditions.

### **1.10 BID PROTEST**

**These protest procedures identified below apply to all RPQ's issued under this contract**

- A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested

- In the event a Bidder wishes to protest any part of the requirements contained in an RPQ, they must file a notice of protest in writing with the issuing department no later than 48 hours prior to the RPQ Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- For award recommendations greater than \$100,000 the following shall apply:  
When a letter of intent to award an RPQ has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the Clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- For award recommendations from \$25,000 to \$100,000 the following shall apply:  
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified in the RPQ. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

### **1.11 RULES, REGULATIONS AND LICENSES**

The successful Respondents shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Solicitation. The Respondent shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

### **1.12 PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

### **1.13 SUBCONTRACTING**

Unless otherwise specified in this Solicitation, the any successful respondent shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. 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.

### **1.14 ASSIGNMENT**

The successful Respondents shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

### **1.15 DELIVERY**

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in all proposed prices.

### **1.16 INDEMNIFICATION**

The Contractor 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 costs 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 the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor 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, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

The Contractor agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the County participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the County in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

### **1.17 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a response to an RPQ, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such RPQs. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

### **1.18 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.19 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Where such action results in the termination of any Work being performed by Contractor(s) under an RPQ said contractors shall be compensated in accordance with Paragraph 2.70 of the Contract.

### **1.20 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this Contract or an RPQ, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor

### **1.21 FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

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## 2.0 Special Conditions

### 2.0 DEFINITIONS:

**GENERAL CONTRACTOR (GC)** shall mean one who is licensed by Miami-Dade County or the State of Florida to execute contracts involving two (2) or more trades.

**SINGLE TRADE CONTRACTOR (STC)** shall mean one who is licensed by Miami-Dade County or the State of Florida in a specific trade(s) that are covered in this solicitation and hold a current license such as electrical, roofing and the like if applicable.

**SUBCONTRACTOR** – shall mean any person engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project. All subcontractors hired to perform work under the Contract must also be part of the pre-qualified pool unless given an exemption by DBD and CICC.

**SUPPLIER** – shall mean any business that furnishes materials or supplies to a Contractor on a Project awarded under the Contract.

**MULTIPLE TRADE PROJECTS** – shall mean where two or more trades are required to perform the work and more than one trade is considered as primary to compete the scope of the work.

**SINGLE TRADE PROJECT** - shall mean where the work is totally or primarily to be performed by one trade.

**CONTRACTOR(s)** shall mean the GC(s) or STC(s) awarded a contract under this solicitation.

**CONTRACT** shall mean the execution of an agreement based on this solicitation to a contractor and shall include any addenda issued, the Requests For Price Quotations (RPQ) issued and awarded, and any contract modifications or change orders.

**OWNER'S REPRESENTATIVE** shall mean the Construction Manager, Project Manager, Project Engineer, Consultant, or other County personnel that are designated as the responsible party with respect to a work order, work issuance or project.

**REQUEST FOR PRICE QUOTATIONS** hereinafter referred to as "RPQ" shall refer to a document issued by the County containing the project scope of work to be performed and requesting submittal of prices and other necessary information.

**PROJECT OR WORK** - hereinafter shall mean the work to be performed under an RPQ.

**PROJECT OR WORK SITE** shall mean the location where Work is to be performed under an RPQ.

**PROJECT MANAGER shall mean** the County representative identified by the County Department requesting an RPQ.

**NOTICE TO PROCEED** hereinafter referred to, as “NTP” shall mean the document issued by the Project Manager authorizing the Contractor to commence the Project.

**SUBSTANTIALLY COMPLETE** shall mean the Contractor has completed the project required by the RPQ contract so that the project can perform as intended at the discretion of the Project Manager and the Work is ready for inspection by the Project Manager.

**FINAL ACCEPTANCE** shall mean when the County has determined that the Contractor has completed all the Work and furnished all documents required by the Contract and RPQ. Final acceptance shall also denote the beginning of any warranty periods associated with the Project.

**CSBE** means a construction related enterprise, including a design-build firm, which has an actual place of business in Miami-Dade County and whose average annual gross revenue for the last three (3) years does not exceed: \$5,000,000 for SIC 15/NAICS 233 – Building Construction, General Contractors and Operative Builders; \$3,000,000 for SIC 16/NAICS 234 – Heavy Construction, other than Building Construction; or \$2,500,000 for SIC 17/NAICS 235 – Specialty Trade Contractors. A CSBE shall be categorized by the type of construction it performs in accordance with the two-digit SIC code, or the six-digit NAICS code of the Census applicable to such type of construction. A CSBE will graduate to the next level, or out of the program once it has exceeded these size limits based on its three-year average annual gross revenues.

**2.1 PURPOSE: TO PRE-QUALIFY CONTRACTORS:**

The purpose of this Solicitation is to pre-qualify potential contractors for future bidding through the submission of documents and forms which verify that the contractor meets the minimum criteria established in this Solicitation. All contractors that meet the criteria established in the Solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotation(s) for the provision of construction trade projects not to exceed \$1 million.

**2.2 PARTICIPATION MEASURES FOR COMMUNITY SMALL BUSINESS ENTERPRISES (CSBE)**

This Solicitation is set-aside for firms certified by the Department of Business Development as Community Small Business Enterprise (CSBE) firms. Level I CSBE firms may bid for projects up to \$1 million in value. Level II CSBE firms may bid for projects valued at \$500,000.01 to \$1 million. No awards shall be made under the contract where an award of a specific RPQ exceeds \$1,000,000.00. Individual firms will not receive awards totaling more than \$3,000,000 per year during the term of the contract. The County may go to Level II CSBE’S after DBD has reviewed and signed agreement that the Department has exhausted the Level I, CSBE list with no response. In the event the CSBE Ordinance is modified by the Board of County Commissioners (BCC), CSBE Level III firms may be able to apply to join the pre-qualification list.

**2.3 PRE-SUBMITTAL CONFERENCE**

A non-mandatory conference will be held on October 11, 2002 from 10:00 AM until Noon at the Miami-Dade Cultural Center Historical Museum of Southern Florida, 101 W. Flagler Street Miami, Florida 33130 to discuss this solicitation. Since space is limited, it is recommended that one representative of each firm attend in order to become familiar with the Solicitation and conditions of usage. Attendees are requested to bring this Solicitation Package to the conference. A limited number of copies may be available.

**2.4 TERM OF CONTRACT: SIXTY (60) MONTHS**

The contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which will be distributed by the County's Office of Capital Improvements Construction Coordination (CICC); and is contingent upon the completion and submittal of all required documents. The contract shall remain in effect for a period of sixty (60) months.

**2.5 INTENTIONALLY OMITTED**

**2.6 METHOD FOR INCLUSION IN THE CONTRACT**

All responsive CSBE companies who meet the criteria established in this solicitation will be included in the Contract. Such Contractors shall be placed on a list by trade classification of pre-qualified CSBE CONTRACTORS who will be contacted from time to time by the County to provide quotations for Work required by the County. The County shall be the sole determiner of who meets the solicitation requirements. The County shall add CSBE CONTRACTORS as they meet the pre-qualification criteria of this solicitation, during the term of the contract.

**2.7 PRICING**

- A. Method of response by CONTRACTOR(s) shall be stated on the RPQ, (ex. time, materials, time only, cost plus, lump sum, fixed price plus), and shall include at a minimum, all labor, supervision, material and equipment, and any other items and/or incidentals identified by the County in the request for quotations, necessary to perform the Work. The County shall notify the CONTRACTORS at the time of requesting quotations as to the requirements for the Work, including but not limited to, time for completing the Work, pre-quote meeting and/or site visit, bid bond, performance/payment bond (if applicable), liquidated damages (if applicable), additional insurance (if applicable) if the Work is to be performed at night, on weekends, etc. The County may also elect to utilize the job order contracting methodology included in Paragraph 2.8 in awarding of individual Projects.
- B. The County, at its sole discretion, may reject quotations where the County determines that the CONTRACTOR(s) has submitted a price that is unbalanced or insufficient to perform the Work or is in excess of the County's estimate to perform the Work or where the County has determined that the Contractor does not have the resources available to complete the Work in the stipulated timeframe. Where such circumstances exist, the County may elect to award to the next low bidder, obtain additional quotations, issue a separate solicitation, or utilize in-house forces to complete the Work.

- C. To obtain a copy of the RPQ tabulation and/or award, Bidders shall enclose an appropriately sized self-addressed, stamped envelope. Bid tabulations or awards will not be given by telephone or facsimile.

## **2.8 JOB ORDER CONTRACTING**

As an alternative to a standard unit price or lump sum proposal, the County may determine that certain project assignment(s) are conducive to utilizing an established standard publication for estimating values as the basis of the bid. These publications will be adjusted for the general costs within the County. Upon reaching this determination the County will notify the contractors and the interested pre-qualified and selected contractors shall submit a competitively bid price escalator as the bidding methodology, which will be the project award criteria. In such cases the user Department will provide adequate information to formulate the scope of work, which may include but is not limited to sketches for the construction of the project, along with a schedule of values including the prices for the units to be performed. The Contractors responding to a Job Order Contracting (JOC) process solicitation will respond to the proposal by executing the provided County's established pricing proposal form(s) and, in the appropriate location on the form, enter the Contractors' escalation or de-escalation with a percentage factor. The project award evaluation will be based upon the lowest percentage submitted by the responsive and responsible bidder for the project, for example, a factor of 1.10 indicates that the Contractor will perform the work at the established estimating values appearing in the standard established estimating publication plus 10 percent. Another example is a bid factor of 0.90, which shall mean 10 percent lower price than the established estimating values appearing in the standard established estimating publication. If these two sample factors were actual competitive bid submittals, the firm submitting the 0.90 factor would be the low bidder.

## **2.9 INTENTIONALLY OMITTED**

## **2.10 COUNTY DAMAGES IN CASE OF DELAY**

- A. The CONTRACTOR is obligated and guarantees to meet the stipulated completion date(s) set forth in the RPQ. In the event of a delay in completion beyond the date set forth in the RPQ, the Contractor must submit a written request for an extension that states the justification and number of days requested. This written request must be submitted as close to the delaying event as possible and prior to the completion date stipulated in the RPQ. The County shall consider all such requests made in a timely fashion, however if the County determines that the cause of the delay was avoidable or if insufficient justification is provided, the Contractor will be liable for liquidated damages as set forth in the RPQ. In as much as the amount of such damages and the loss to the County will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:
1. The CONTRACTOR shall pay to the County for each and every day of unexcused delay, the sum specified in the applicable RPQ, which is hereby agreed upon not as a penalty but as liquidated damages. The CONTRACTOR will be notified of any exceptions (**Attachment 1**). The total amount of liquidated damages shall not exceed the value of the applicable RPQ.

2. The County shall notify the CONTRACTOR that it is incurring liquidated damages (**Attachment 1**).
3. The County shall have the right to deduct these liquidated damages assessment from any payment due or which may thereafter become due to the CONTRACTOR under any Contract the CONTRACTOR has with the County. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the County, the CONTRACTOR shall pay the difference upon demand by the County.
4. Should the CONTRACTOR fail to compensate the County for any liquidated damages, the County shall consider this as a form of indebtedness may deny any future Work under the Contract or any other County contract until such indebtedness is paid in full to the County.

## **2.11 INSURANCE REQUIREMENTS**

The Contractor shall furnish Miami-Dade County Office of Capital Improvements Construction Coordination (CICC), 111 N.W. 1<sup>st</sup> Street, Suite 1715, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined 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. Miami-Dade County must be named as an additional insured with respect to this coverage.
- 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 for bodily injury and property damage.

**Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) without increasing automobile coverage to \$1 million. Acquisition and proof of this coverage will be stipulated as a condition of award in applicable RPQ's. Only vehicles owned by a company will be authorized. Vehicles owned by individuals will not be authorized.**

- D. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
  1. The company must be rated no less than "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,

or

2. 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 Insurance and are members of the Florida Guarantee Fund.

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

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.**

**For this solicitation :Contract Number: CICC 7040-0/07**

**Title: Miscellaneous Construction Contract**

- G. 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.
- H. A Contractor's qualification for inclusion in the Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will not be remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.
- I. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period including any and all option years that may be granted to the CONTRACTOR in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall place the contractor in an inactive status until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status. If the contractor has an open work order or project when the insurance expires, the contractor will be issued a stop work order and be required to correct the deficiency immediately. No additional time will be allowed as a result of the stop work order and liquidated damages will be assessed.

If a Payment and Performance Bond is available on the work, the Bondholder will be notified and given the opportunity to complete the work assignment.

- J. The County may, at its sole discretion require additional or supplemental insurance. Such requirements will be stated in any RPQ issued requiring insurance in addition to the requirements stated above.

**2.12 BID BOND BASED ON PERCENTAGE OF BID PRICE**

- A. The CONTRACTOR shall be required to furnish a Bid Bond in all instances where a Performance Bond is required as part of an RPQ. The County, in its sole discretion may require a bid bond on RPQs that do not require Performance Bonds. Failure to submit the bid bond will result in the rejection of the RPQ response as non-responsive.
- B. When a bid bond is specified in the RPQ, it shall be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of 5% of the base bid price, payable to the Board of County Commissioners of Miami-Dade County, Florida and conditioned upon the successful bidder submitting the specified performance bond (if required) within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any RPQ not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the RPQ will be forfeited as liquidated damages and affect the CONTRACTOR'S eligibility on future contracts. All CONTRACTORS shall be entitled to the return of their Bid Bond within ten (10) calendar days after award of the RPQ. The following specifications shall apply if a Bid Bond is required:
  - 1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- 2. On RPQ amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

- c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. For RPQ's in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- F. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.
- G. The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

**2.13 PAYMENT AND PERFORMANCE BONDS**

- A. All Projects, where the prices received are in excess of \$200,000 will require the submission of a Payment and Performance Bond as required by State of Florida Statute. A CONTRACTOR may also be required to furnish a Payment and Performance Bond as part of the requirements for the award of the RPQ, where the bid prices are anticipated to be less than \$200,000. The RPQ shall clearly state such requirements.
- B. The Contractor to whom a contingent award is made shall duly execute and deliver to the County a Payment and Performance Bond in an amount that represents 100% of the Bid price offered by the Bidder within 14 days of a Notice of Award. The Payment and Performance Bond Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the Payment and Performance Bond within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the CONTRACTOR'S eligibility for award of future contracts. The following specifications shall apply to the bond required above:
  - 1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount

Best Rating

200,001 to 500,000	B V
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the RPQ is issued;
  - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code ; and
  - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
  
- C. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled " Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
  
- D. For RPQ's contracts in excess of \$500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million and on the Treasury List.
  
- E. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
  
- F. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of the RPQ and as long as the funds are being held by the County.
  
- G. The attorney-in-fact or other officer who signs a performance bond for a surety company must file a certified copy of a power of attorney authorizing the officer to do so with the bond. The performance bond must be counter signed by the surety's registered Florida agent.

**2.14 LICENSE QUALIFICATIONS OF CONTACTORS:**

- A. All Contractors must hold a current valid Certificate of Competency for General Building/Engineering or Specialty Trades Contracting, as required by the Florida Building Code, for the types of Work covered by the Contract at the time of RPQ

submission and maintain same throughout the duration of the project. The certificate(s) is to be issued by:

1. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department or,
  2. The Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or Section 489.117 of the Florida Statutes.
- B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the contract period. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the contract and the rejection of any current or future RPQ bid submissions.
- C. Subsequent to the commencement of the Contract, the County may require specific qualifications based on a Project's scope of work. Such requirements will be included within the RPQ.

## **2.15 INVOICES AND PAYMENTS**

- A. The County will pay, and the CONTRACTOR shall accept as full compensation for completing the project under an RPQ, the sums specified in the CONTRACTOR'S submittal to the RPQ, as accepted by the County.
- B. All invoices must, at a minimum, contain the name, address, telephone and facsimile numbers of the CONTRACTOR, the Project number, an invoice number, date of invoice and a detailed description of the Work performed. Failure to include these details may result in delays in processing the CONTRACTOR'S invoice.
- C. Before the Contractor can receive any payment or draw hereunder, except the first partial payment, for moneys due him as a result of a percentage of the work completed, he must provide the Engineer with an affidavit of payment and a release each calendar month duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up to the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full for the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies for the previous month.
- D. If the duration of the Project under an RPQ is less than thirty (30) days, the County shall pay the full amount established by the RPQ, upon acceptance of the Project and submission of an acceptable invoice. A sample invoice is included as **(Attachment 2 & 3)**.

- E. In the event the duration of the Project is greater than thirty (30) days, the County will specify a progress payment schedule in the RPQ. All Projects in excess of \$100,000 require the submittal of a Schedule of Values in accordance with paragraph 2.106, entitled SCHEDULE OF VALUES. The Project Manager may require that the updated Project schedule be submitted on computer disk or electronically. Such submission must be submitted in Microsoft Project or software compatible with Microsoft Project. The CONTRACTOR must be able to provide the Schedule of Values in the requested format outlined in this solicitation.
- F. The CONTRACTOR is required to submit a progress invoice (**Attachment 2 & 3**) reflecting the total contract price, the payments made to date and the total payment to be made. The Contractor jointly with the County representative shall prepare the draft estimate and sign each page establishing the quantities to be paid. The Contractor will produce a computer print out, in a form provided by the County, to be signed by the Contractor and submit to the County representative before the 1st day of the following month. The Contractor will provide the County representative at the time of preparing the draft monthly estimate a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. The Contractor and the Inspector shall, as a part of the preparation of the estimate, agree and sign the Contractor's list of required releases. The Project Manager may also require that a Project Payment Certificate be submitted for Projects in excess of \$100,000 (sample form **Attachment 43A**).
- G. When Extra Work is performed by the CONTRACTOR, their invoice must include the price and time and/or material utilized. The CONTRACTOR must also submit payroll records, invoices for materials purchased for the Project and any other documents, receipts or bills which provide proof of the costs incurred by the CONTRACTOR.
- H. Where the CONTRACTOR is furnishing Contractor Type Assistance Personnel (Para. 2.112) under an RPQ the CONTRACTOR shall submit invoices on a bi-weekly basis together with employee time records for the period covered by the invoice.
- I. An RPQ may stipulate that a CONTRACTOR may be paid for materials purchased and stored at the Project Site or another location. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing. Payment shall be conditioned upon submission by the CONTRACTOR of paid invoices and an executed Material Purchased/Stored Off-Premises form (**Attachment 4**) to establish the County's title to such materials or equipment, or otherwise protect the County's interest, including applicable insurance in the name of Miami-Dade County and transportation to the site.
- J. Payment(s) for work completed and accepted by the County are to be made within thirty (30) days from receipt of a proper invoice.

## **2.16 INSPECTOR GENERAL**

Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "mandatory random audits"). The cost of mandatory random audits is incorporated into the unit prices and will be deducted from each progress payment at a rate of one quarter of one percent. Upon ten (10) days written notice to Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County or any audit performed under Section 37 of General Covenants and Conditions, "Independent Private Sector Inspector General".

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of the section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

**2.17 INTENTIONALLY OMITTED**

**2.18 INTENTIONALLY OMITTED**

**2.19 WARRANTY OF CONSTRUCTION**

For a period of one year, except as provided below, from the date of Final Acceptance, the CONTRACTOR warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:
  - a. Where the manufacturer of material provides a warranty in excess of one (1) year, the CONTRACTOR shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies

in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.

- b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The CONTRACTOR'S obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
- c. In the event the CONTRACTOR fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the CONTRACTOR under any contract between the County and the CONTRACTOR.
- d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
- e. As specified in the construction documents.

All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

**2.20 INTENTIONALLY OMITTED**

**2.21 INTENTIONALLY OMITTED**

**2.22 COMPLIANCE WITH APPLICABLE LAWS**

- A. The CONTRACTOR shall comply with all applicable laws, regulations, building and construction codes of the Federal government, the State of Florida, the County, and any municipal corporation within the boundaries where Work is to be performed and shall obtain all occupational licenses and permits as shall be required by law.
- B. The attention of the CONTRACTOR is directed to the requirements of the Florida Building Code and the Code of Miami-Dade County, Florida, governing the

qualifications for CONTRACTORS and SUBCONTRACTORS doing business anywhere in the County, and further is directed to the license requirements of the various municipalities located in Miami-Dade County prerequisite, to the issuance of permits to CONTRACTORS and SUBCONTRACTORS within the corporate limits of each municipality.

## **2.23 RESPONSIBLE WAGES & BENEFITS (ORD. 90 - 143)**

CONTRACTORS are responsible for compliance with County Ordinance No. 90-143 for ALL Work in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration, and/or repair, including painting or decorating, of public buildings or public works performed under the Contract. ALL CONTRACTORS shall comply with the latest wage and benefit schedule published by Miami - Dade County on a quarterly basis. **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE DEPARTMENT OF BUSINESS DEVELOPMENT AT (305) 349-5960, TO OBTAIN THE PREVAILING WAGE SCHEDULE FOR THE APPLICABLE QUARTER.**

## **2.24 PERMITS/INSPECTIONS, FEES and TAXES**

- A. CONTRACTORS shall obtain all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees and give all notices necessary and incidental to the lawful performance of the Work. The County will not pay nor reimburse the CONTRACTOR for any permits, fees, etc. or any penalties as a result of the CONTRACTOR'S failure to obtain all permits, inspections and approvals in a timely manner.
- B. CONTRACTORS shall observe and comply with all Federal, State, County and other laws, codes, ordinances and regulations in any way affecting the performance of the Work under the Contract.
- K. The County may, as part of an RPQ's requirements, stipulate a timeframe for the Contractor to obtain and submit to the Project Manager all required permits/fees. Failure to submit the permits in the stipulated timeframe or within a timeframe extension granted by the Project Manager may result in the cancellation of the award by the County.
- L. The CONTRACTOR shall be responsible for franchise fees and taxes levied against the CONTRACTOR. The County is exempt from sales taxes on all personal property in purchases or uses. The CONTRACTOR shall not include any charges representing such taxes on any invoices hereunder. The CONTRACTOR must pay all applicable sales taxes required for the purchase of materials and/or services provided under the Contract. Such taxes cannot be shown separately in an invoice submitted for payment by the County. The CONTRACTOR should include the cost of taxes in their bid price submitted to the County.

## **2.25 ISSUANCE OF WORK UNDER THE CONTRACT**

Where the Work to be performed comprises multiple trades, the County will utilize GC(s) under the Contract. When authorized by the law, and where the Work to be performed is a

single trade or primarily single trade with ancillary trade Work required to complete the Project, STC's will be utilized under the Contract. When authorized by the law, the County, in its sole discretion may elect to serve as the GC and/or utilize STC's on a Project. All CONTRACTORS shall be required to provide full scope management and administrative services on all awarded Projects. Where no Certificate of Competency or license is required for Work to be performed, the County may award the Work to either a GC or STC.

## **2.26 AWARDING WORK ASSIGNMENTS**

The Project Manager for the County Department requesting Work shall prepare an RPQ, utilizing the form identified as (**Attachment 5 & 6**). The RPQ shall include the scope of work; any required drawings; the method of award; the type of payment (cost; fixed price; time and materials; etc.); time frame for performing the Work; the date for return of responses to the County of the RPQ; and any additional requirements. The RPQ may also require design preparation that does not require a licensed Architect or Engineer.

## **2.27 PROCEDURES FOR OBTAINING RPQS**

- A. When the County elects to have Work performed, the County shall notify pre-qualified CONTRACTOR(s), in the manner stated in G below. The RPQ shall specify all relevant information, which shall include, but not be limited to, the following:
1. Location where Work is to be performed;
  2. Technical specifications including any design criteria;
  3. Design drawings (if applicable);
  4. Start date for the Work and the completion date or number of days to perform the Work;
  5. Logistical constraints that CONTRACTOR must conform to in performing the Work;
  6. Date of site visit/pre-bid conference prior to bid submission (The RPQ will also note if attendance is mandatory);
  7. Method of Award;
  8. Type of Contract (fixed price; cost; time & material; etc.);
  9. Liquidated Damages (if applicable);
  10. Bid Bond requirements;
  11. Performance and Payment Bond requirements;
  12. Payment schedule if other than lump sum;
  13. Name of the Project Manager;
  14. Date, time, and place for submission of RPQ prices.
- B. The RPQ will state the time and place for inspections of the Project Site, if mandated or recommended. Except in cases of emergencies or time constraints, the County will use reasonable efforts for scheduling site inspection(s) no sooner than forty-eight (48) hours of distribution of the applicable RPQ.
- C. Bid prices shall be submitted, as stated below, on the RPQ form and shall be submitted to the attention of the designated Project Manager. Any bids received which do not utilize the RPQ form shall be rejected as non-responsive. All bids must be received by the due date and time. The County will not consider bids received after the due date and time. Furthermore, RPQ's may not be conditioned on an unapproved

revision to any term of the Contract or any requirement not set forth in the applicable RPQ.

- M. Failure on the part of a CONTRACTOR to submit such bid price shall render the CONTRACTOR non-responsive.
- N. The CONTRACTOR shall perform the Work pursuant to the bid prices furnished in response to the RPQ, provided that the County has accepted the CONTRACTOR'S bid price. CONTRACTOR acknowledges and agrees that the County will accept the CONTRACTOR'S bid price provided that such bid price is the lowest responsive, responsible bid price submitted in response to the RPQ and the Project Manager has determined that the CONTRACTOR meets the responsibility requirements to perform the Work. The County reserves the right to determine that a CONTRACTOR is not qualified to perform the Work on any given RPQ if the CONTRACTOR does not possess adequate resources to perform the Work or the CONTRACTOR is performing Work on more than one project and the County determines that the CONTRACTOR'S resources will not permit the completion of Work on any project within the time(s) specified by the County. The County also may determine that the lowest bidder is not responsible based on past performance, as stated in the Miami-Dade Code, Section 2-8.1(g), or for any other reason permitted by law.
- O. Bid prices submitted under an RPQ shall be irrevocable for a period of ninety (90) days from the RPQ submission date. Failure to hold prices shall be cause to render the bid non-responsive and the RPQ awarded to the CONTRACTOR with the next lowest bid.
- P. Notification of Contractors for competitive bidding on the RPQ shall be as follows:

**1. For Project valued up to \$10,000:**

RPQ's within this threshold do not require competitive quotations. The user agency will contact the next firm on the assigned rotation list provided by CICC.

Quotation(s) may be requested by, fax or e-mail. If the user agency is unable to contact the CSBE provided, then CICC shall provide the user with next CSBE on the rotation list until a successful Contractor is identified. Only Contractors provided by CICC and contacted by the user agency shall be allowed to bid.

**2. For projects valued at \$10,000.01 and up to \$200,000.00:**

The user agency shall invite a minimum of three firms, in writing, to offer a quotation based on the list of contractors provided by CICC. The firms shall submit their quote in a sealed envelope(s) by the specified time, place and opening date, as stated in the RPQ. Only Contractors provided by CICC and contacted by the user agency shall be allowed to bid

**3. For projects valued at \$200,000.01 to \$1,000,000.00**

Project(s) will be competitively bid amongst all CSBE pool members, for the appropriate trade classifications, within their appropriate level. Quotes shall be submitted by the CSBE in sealed envelope(s) by a specified time, place and opening date. (See Attachment 5 for example)

#### **4. Emergencies**

Where a County department determines that the Work to be performed is an emergency as defined in Administrative Order 3-2 Section 4(D) as an unforeseen or unanticipated urgent and immediate need for equipment, supplies or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using normal purchasing procedures, the County department may contact CICC and award the emergency work to the next firm in the rotational list regardless of value. Emergency quote(s) may be received by telephone, facsimile or e-mail, followed by written confirmation.

**NOTE: The County reserves the right to reject any and all prices submitted on a RPQ or to cancel an RPQ at any time.**

#### **2.28 PRE-RPQ CONFERENCE/SITE VISIT**

The County, in its sole discretion, may include a site visit and/or Pre-RPQ conference as part of an RPQ. The County may also require mandatory attendance at such site visit/pre- RPQ conference. Failure of a bidder to attend and sign the attendance sheet at a mandatory site visit/Pre-RPQ conference will result in the CONTRACTOR'S RPQ response being rejected.

#### **2.29 REMOVAL FROM ROTATION LIST**

A CONTRACTOR, who has been pre-qualified to participate in the RPQ bidding process, may be moved to the bottom of the rotation list if the CONTRACTOR does not submit an RPQ bid response three (3) consecutive times after being invited to bid. A "No Bid" is not considered a response. Failure to submit a bid response ten (10) consecutive times will result in the Contractor being placed in an inactive status. To be reinstated to active status, the CONTRACTOR will be required to submit his request in writing to CICC. The CONTRACTOR may remain in an active status, even if he does not bid ten (10) consecutive times, provided they submit in writing to CICC, prior to the tenth consecutive occurrence where no bid is rendered, justification as to why they could not bid. Acceptance of the justification is at the sole discretion of the County. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.

#### **2.30 RPQ OPENING PROCESS**

A. All RPQS for Projects requiring the submission of sealed responses that include the

ability to subcontract Work require the use of a two-envelope process. One envelope shall contain the Schedule of Intent – CSBE Contractors (DBD Form 400). The second envelope shall contain the RPQ form with the price bid. Each envelope must be clearly marked on the outside with the RPQ number, title, time of opening and the type of document included. At the time of the bid opening, only those envelopes identified as containing the DBD Form 400, will be opened. The County will subsequently determine if the DBD Form 400 submittals are in compliance with DBD’s requirements and the Contractor’s bid is responsive. Forty-eight (48) hours after the first opening, or such other time as may be identified by the County, the RPQ envelopes for those Contractors who have been determined to be responsive to the DBD Form 400 submittal, shall be opened. Those CONTRACTORS whose RPQ submittal have been determined to be non-responsive due to the DBD Form 400, will not have the envelope containing the RFQ form opened. If the CONTRACTOR is requesting the use of a firm that is not a CSBE, the CONTRACTOR must submit, in envelope 1 along with DBD Form 400, either DBD Form 300 or DBD Form 305A (See Appendix A).

- B. A CONTRACTOR may only subcontract to those firms participating in this program unless the subcontractor(s) are exempted by DBD and holding valid Certificates of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed. A listing of firms shall be provided upon request.
- C. **Attachment 7** must be utilized to identify all subcontractors and suppliers on all projects where the use of a subcontractor is anticipated.

### **2.31 REQUEST FOR CLARIFICATION/INFORMATION OF AN RPQ**

All requests for clarification of an RPQ, must be submitted in writing no less than five (5) working days before the RPQ opening or RPQ submittal date and time, to the Project Manager, with a copy to the Clerk of the Board, utilizing (**Attachment 8**). The County shall issue all changes and/or clarifications to the RPQ in writing via an addendum (**Attachment 9**). Verbal statements made by the County or the Owner’s Representative that are not contained in an RPQ or addendum to the RPQ are not binding on the County and should not form any basis for a bidder’s response to an RPQ.

### **2.32 RESPONSIBILITY OF THE CONTRACTOR**

Where a CONTRACTOR is awarded Work, the CONTRACTOR shall be responsible for all project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract and the RPQ. Project Management shall include, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with all County requirements; performing the Work in accordance with the Contract and to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion.

### **2.33 SUBCONTRACTING OF WORK: POST AWARD**

- A. If the CSBE(s) identified as a subcontractor becomes unavailable or unacceptable, or additional or substitution CSBE(s) are needed after award, the CONTRACTOR may

propose another, subcontractor from those participating in this Contract, or if it chooses, perform the Work itself. The CONTRACTOR must receive written approval for the substitution from the Project Manager and CICC prior to commencement of any Work. If the CONTRACTOR is unsuccessful in obtaining another certified firm as a replacement, addition or substitute the CONTRACTOR shall request written approval from the Project Manager utilizing **Attachment 10**, and shall also submit to CICC all forms required. The CONTRACTOR must receive approval from both CICC and the Project Manager for any subcontracting changes. No substitutions or additions of firms shall be made without written approval from both parties (CICC/ Project Manager). The County reserves the right to reject any proposed subcontractor for reasonable cause. Subcontracting of Work without the approval of the Project Manager and CICC may result in the CONTRACTOR being found in default of the Contract. The County shall notify the CONTRACTOR in writing utilizing **Attachment 11** of its acceptance or rejection of the request. The acceptance of such substitution(s) or addition(s) does not relieve the CONTRACTOR from responsibility for the subcontractor's ability to perform the Work.

- B. A CONTRACTOR may only subcontract to those firms participating in this program, unless the subcontractor(s) are exempted by DBD and holding valid Certificates of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed. A listing of firms shall be provided upon request.
- C. The CONTRACTOR shall fully inform any subcontractors of the RPQ requirements and, that as an active participant of the Contract, that all provisions and requirements of the Contract, relating either directly or indirectly to the Work to be performed and the materials to be furnished apply. All subcontract agreements shall expressly state that labor performed and/or equipment/materials furnished shall comply with all requirements of the Contract and any RPQ issued under the Contract. The agreement between the CONTRACTOR and each subcontractor shall contain terms and conditions that are in accordance with applicable laws regarding payments by CONTRACTOR.
- D. Acceptance of any subcontractor by the County shall not operate as a waiver of any rights against the CONTRACTOR or third parties nor shall it relieve the CONTRACTOR of any of its obligations to perform the Work under the Contract.
- E. On a Single Trade Project, none of the primary trade related work shall be subcontracted. Ancillary Work, which is required to complete the Project, may be subcontracted subject to the requirements stated above for GC's. Examples of Ancillary Work is: roofing that requires minor electrical or mechanical work and HVAC Work that requires minor electrical Work. STC's must comply with all the requirements specified above for GC's.

**NOTE:**

Multi-tier subcontracting shall not be permitted under the Contract. A subcontractor to the CONTRACTOR shall not further subcontract its portion of the Work to another subcontractor.

**2.34 NOTICE OF AWARD**

No expense shall be incurred by the CONTRACTOR on an RPQ until such time as the Project Manager issues a Notice of Award (see examples, **Attachment 12 and 12A**). If a performance/payment bond is required, the CONTRACTOR will be notified in the Notice of Award letter (see example **Attachment 12A**).

### **2.35 NOTICE TO OCCUPY SITE**

Where the award is conditioned upon the submission of a Performance/Payment Bond the CONTRACTOR may not occupy the site and begin Work until the bonding requirements have been met. Upon review and approval of the bond submittal, the County will issue an authorization, (**Attachment 13**), for the CONTRACTOR to occupy the site.

### **2.36 NOTICE TO PROCEED**

No Work shall be performed on a Project until such time as the Project Manager for the requesting department has issued a Notice to Proceed (NTP), **Attachment 14**. The NTP shall identify the Work to be performed, the RPQ identification number, the date Work is to begin and the date the Work is to be completed. Any expenses, other than those authorized by the Notice of Award, incurred by a CONTRACTOR prior to the issuance of a NTP is solely at the risk of the CONTRACTOR and will not be reimbursed by the County.

### **2.37 REVIEW OF RECORDS**

- A. All CONTRACTORS shall, during the term of the Contract the Contract and for a period of five (5) years after expiration date of the Contract, allow the County or the County's duly authorized representatives to inspect all payroll records, invoices for materials, books of accounts and other relevant records pertaining to the Contract. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.
- B. The CONTRACTOR agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.
- C. CONTRACTORS shall develop the proper forms and reports acceptable to the County for the administration and management of the Contract and all Work assignments.

### **2.38 SUBSTANTIAL COMPLETION, PUNCH LIST & FINAL ACCEPTANCE**

- A. The Work shall be deemed substantially complete when, in the opinion of the Project Manager, the Work is complete and there are no material and/or substantial variations from the Contract and/or RPQ, and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager shall sign the Substantial Completion Inspection Form (**Attachment 15**). The signing of this form shall not relieve the CONTRACTOR from its obligation to complete the Project.
- B. When the CONTRACTOR is of the opinion that the Work is substantially complete, the CONTRACTOR shall request in writing that the Project Manager inspect the

Work to determine if Substantial Completion has been achieved (**Attachment 16**). The Project Manager shall schedule the date and time for any inspection and notify the CONTRACTOR and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form (**Attachment 15**) will be completed as necessary. Any remaining Work shall be identified on this form and shall be known as Punch List Work. The Punch List, (**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.

- C. Where the Punch List is limited to minor omissions and defects, the Project Manager may, at his/her discretions, accept the Work as substantially complete subject to completion of the Punch List. Where the Project Manager determines that the Work is not substantially complete, the Project Manager shall provide a list of all open items necessary to achieve substantial completion. Upon completion of such Work, the CONTRACTOR shall request another substantial completion inspection.
- D. The Project Manager shall advise the CONTRACTOR of the time reasonably required to complete all remaining Work included in the Punch List. As stated above, when such Work is complete, the Project Manager shall sign the Work Order Close-Out Form under Final Inspection Approval. The Project Manager shall notify the CONTRACTOR in writing of final acceptance (**Attachment 18**).
- E. Upon final acceptance of all the Work required under the RPQ and the Contract, the CONTRACTOR shall obtain and deliver to the Project Manager such Certificate(s) of Occupancy or Completion, as required by Section 307 of the South Florida Building Code, proof of final inspections and all warranty documentation.
- F. Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the Project Manager shall notify the CONTRACTOR in writing of the closeout of the Project (**Attachment 19**).

### **2.39 CONTRACTOR'S USE OF WORK SITE**

- A. Limitations may be placed on the CONTRACTOR'S use of the Work Site and any such limitations shall be stated in the RPQ. In addition to such limitations, the Project Manager may make storage available to the CONTRACTOR at his/her sole discretion based on availability of space. The CONTRACTOR shall also coordinate and schedule deliveries so as to minimize disruptions to County day-to-day operations.
- B. The CONTRACTOR shall limit its use of the Work Site, so as to allow for the County's continuous operation. This is necessary, as many of the sites where projects will be performed will remain in operation during the Work.

The CONTRACTOR shall:

- 1. Confine operations at the Work Site to the areas permitted by the Project Manager; not disturb portions of the Work Site beyond the specified areas; conform to Work Site rules and regulations affecting the Work.

2. Keep existing driveways and entrances serving surrounding facilities clear and available to the County and its employees at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.
3. Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Work and not accepted by the County, and its vehicles while performing Work for the County and/or while parked at a County facility. The County assumes no liability.
4. Keep area such as hallways, stairs, elevator lobbies and rest rooms free from the accumulation of waste material, rubbish or construction debris.

#### **2.40 COUNTY OCCUPANCY**

The County may occupy all or any portion of a facility during the entire period of the Project. The CONTRACTOR shall cooperate fully with the Project Manager during the Project to minimize conflicts and to facilitate County operations and the operations of any other CONTRACTOR(s).

#### **2.41 COUNTY FURNISHED DRAWINGS**

- A. The County, at its sole discretion, may furnish design drawings. It shall be the sole responsibility of the CONTRACTOR to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The CONTRACTOR shall be solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the County prior to commencement. This shall also apply to any revisions or omissions identified by the CONTRACTOR. The CONTRACTOR shall submit all requests for information utilizing **Attachment 20**, entitled Request For Information (RFI). The County shall respond to all RFI's in writing utilizing **Attachment 21**.
- B. The CONTRACTOR shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

#### **2.42 INTERPRETATION OF DRAWINGS AND DOCUMENTS**

Drawings and specifications are intended to be consistent, be mutually explanatory, and should be used together and not separately. During the performance of the Project, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Owner's Representative will clarify in writing the intent of the drawings and/or specifications and the CONTRACTOR agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager or the Owner's Representative. In such event, the CONTRACTOR will be held to have included in its quote the best materials suitable for the purpose and/or methods of construction. The CONTRACTOR shall submit all requests for interpretations utilizing **Attachment 20**, entitled Request For Information. The Project Manager will respond to the Contractor's request utilizing **Attachment 21**.

#### 2.43 LAYOUT OF THE WORK

The CONTRACTOR shall be responsible for the location and layout of all Work, and shall be responsible for all field measurements and elevations that may be required for execution of the Work to exact position and elevation. In the case of dimensions, field dimensions, etc. it shall be the CONTRACTOR'S responsibility to field measure, obtain and verify the same.

#### 2.44 CONTRACTOR FURNISHED DRAWINGS

- A. An RPQ may require the CONTRACTOR to furnish design, shop and/or as-built drawings depending on the nature and scope of the Work to be performed. The following applies to the different types of drawings.
- B. The Project Manager shall, after review of the drawings, initial and mark the drawings in one of the following manners:
  - 1. ACCEPTED - No correction required.
  - 2. PROCEED AS CORRECTED - Minor changes or corrections identified. Work can proceed subject to re-submittal and acceptance of the drawings.
  - 3. REVISE AND RESUBMIT- Significant changes or corrections required. Submittal must be revised and resubmitted for approval prior to Work proceeding.
  - 4. REJECTED - Not in accordance with the contract and/or RPQ due to excessive changes or corrections or other justifiable reason. Drawings must be corrected and resubmitted prior to any Work being performed.
- C. Revisions required by the permitting jurisdiction must also be reviewed and approved by the Project Manager prior to resubmission to the permitting agency.
- D. Acceptance by the County shall not relieve the CONTRACTOR from responsibility for errors and omissions in the drawings.

#### 2.45 AS-BUILT DRAWINGS

- A. The CONTRACTOR shall submit three (3) sets of As-Built Drawings, where as-built drawings are required by the RPQ utilizing **Attachment 22**. The RPQ may specify that additional sets be submitted. The RPQ shall also specify the number of samples to be submitted. As-built drawings and samples must be submitted within ten (10) business days of Final Acceptance of the project. The County shall respond in writing utilizing **Attachment 23**.
- B. By submitting the as-built drawings and samples, the CONTRACTOR certifies that these drawings and samples reflect the actual Work performed and materials included in the Project. Receipt of the as-built drawings or samples by the County does not relieve the CONTRACTOR of responsibility for any deviations from the requirements of the RPQ or the actual Work performed unless the CONTRACTOR has notified the

