Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)

04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

**RESOLUTION NO.** R-382-07

**RESOLUTION APPROVING FOUR NON-EXCLUSIVE CONTRACTS FOR THE MIAMI-DADE AVIATION DEPARTMENT, ASBESTOS HAZARDOUS MATERIAL REMOVAL, PROJECT NUMBER ITB NO. MDAD-03-06 TO: PROJECT DEVELOPMENT GROUP, INC., LVI ENVIRONMENTAL SERVICES, MCO ENVIRONMENTAL, INC., AND DPC GENERAL CONTRACTORS, INC., EACH IN A MAXIMUM CONTRACT AMOUNT OF $15,000,000 WITH A TERM OF 5 YEARS WITH AN OPTION FOR AN ADDITIONAL YEAR, PROVIDED HOWEVER THAT THE TOTAL EXPENDITURE AMOUNT HEREIN WILL NOT EXCEED $15,037,500 FOR ALL FOUR CONTRACTS IN THE AGGREGATE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND TO EXERCISE THE TERMINATION AND RENEWAL PROVISIONS CONTAINED THEREIN**

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves four non-exclusive contract awards for Asbestos Hazardous Material Removal Project Number ITB No. MDAD0-03-06 to Project Development Group, Inc., LVI Environmental Services, MCO Environmental, Inc., and DPC General Contractors, Inc., in substantially the forms attached hereto, each in a maximum contract amount of up to $15,000,000, with a term of five (5) years with an option for an additional year, provided however that the total expenditure amount authorized herein will not exceed $15,037,500 for all four contracts in the aggregate and including Inspector General; and authorizes the Mayor or his designee to execute the same on behalf of the County and to exercise the termination and renewal provisions therein.

# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(A)

**Please note any items checked.**

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

4A

The foregoing resolution was offered by Commissioner Barbara J. Jordan who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | aye | Audrey M. Edmonson | absent |
| Carlos A. Gimenez | aye | Sally A. Heyman | absent |
| Joe A. Martinez | aye | Dennis C. Moss | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | absent |
| Katy Sorenson | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Deborah Bovarnick Mastin

By: KAY SULLIVAN
Deputy Clerk

# Memorandum

MIAMI-DADE COUNTY

**Date:** June 30, 2006

06 JUL -6 AM 8:59

**To:** Foster Mack
Dade Aviation Consultants

**From:** C. Corrales
Minority Affairs Division

**Subject:** Review Committee Approval
Asbestos Hazardous Material Removal and Disposal
RFQ. No. MDAD-06-01

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The Review Committee (RC) met on June 14, 2006 and approved RFQ. No. MDAD-06-01, Asbestos Hazardous Material Removal and Disposal with **CSBE No Measure goal.** This project also has a Community Workforce Program **(CWP) of 29%** as this project falls under the Designated Target Area (DTA). Attached is the project worksheet received from the Department of Business Development (DBD).

Please note that in accordance with ordinance 97-52 (as amended), the Ordinance creating the CSBE Program, the following Department responsibilities must be adhered to:

1. Subsequent to recommendation by the RC and prior to contract advertisement, each department shall **advise DBD of any changes in scope of work of a contract.** DBD shall review the change and recommend to the County Manager whether the contract requires further review by the RC due to the change in scope of work. Each department shall advise DBD of post-award changes in scope and all change orders that require Board of County Commissioners approval. DBD shall review the changes and change orders and recommend to the County Manager whether the contract requires further action by the RC due to the scope of work changes, and report to the prime contractor's current status of CSBE compliance.

2. Each department shall **advise DBD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial RC recommendation** to apply a Set-Aside or a goal in order to allow DBD to identify any changes in availability.

3. Each department shall **advise DBD of any contract canceled or not advertised within one hundred and eighty (180) days after review by the RC** and the contract must be resubmitted to the RC to re-establish availability.

Please call me at (305) 876-7991 if you have questions.

Attachment (DBD Project Worksheet)

/cc
cc: H. Gregory
M. Clark-Vincent
L. Allen-Johnson
P. Hernandez
Project File

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# Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2007

Agenda Item No. 8(A)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Award Recommendation of $15,037,500 for Asbestos Hazardous Material Removal, ITB No. MDAD-03-06

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**RECOMMENDATION**

It is recommended that the Board award non-exclusive contracts totaling $15,037,500 for the Asbestos Hazardous Material Removal project for the Miami-Dade Aviation Department (MDAD) to the four qualified firms listed below and that the Board authorize the County Manager to exercise any cancellation, termination and renewal provisions contained therein:

1. Project Development Group, Inc.
2. LVI Environmental Services, Inc.
3. MCO Environmental, Inc.
4. DPC General Contractors, Inc.

**SCOPE**

This item impacts Miami-Dade Aviation Department facilities.

**FISCAL IMPACT/FUNDING SOURCE**

The amount authorized for the asbestos hazardous material removal services contracts is $15,037,500, which includes the inspector general account of $37,500.00. The total program expenditures for all contracts during the contract term will not exceed $15,037,500 in the aggregate and will be paid from Airport funds.

**TRACK RECORD/MONITOR**

The companies listed in this item having a track record with the County have been ranked satisfactory by the Program Manager Art Sosa, MDAD Chief of Environmental Engineering.

**BACKGROUND**

On January 11, 2007, in response to the advertisement for the subject project, five responses were received from the following firms: Project Development Group, Inc., LVI Environmental Services, MCO Environmental, Inc., Sal's Abatement Services, and DPC General Contractors, Inc. As a result of MDAD's review of the five responses received, it was determined that one of the responding firms, Sal's Abatement Services, was not deemed qualified to continue in the process and therefore was non-responsive because they did not hold a general contractors license at the time of submission as required by the invitation to bid.

The scope for the Asbestos/Hazardous Material Removal services solicitation provides that work may include mold abatements; contaminated soil removal, transportation and disposal; demolition and reconstruction as needed; underground storage tank removal; PCB transformer removal; lead paint removal; all petroleum hazardous material handling; and removal or abatement of anything that is or

may be considered an environmental hazard, remediation, code violation work, and/or any environmental work assigned by MDAD.

Once the Board approves the four contractors and the contracts are fully executed, the contractors will be authorized to participate in the internal bidding process outlined in the contract. Each of the four contractors will participate in the internal bidding process, which will be initiated as projects are identified. The award of each project during the bidding process shall be made to the contractor based on him/her providing the lowest responsive and responsible bid. None of the four contractors is guaranteed any work through this process.

| | |
|---|---|
| **TERM:** | The contract term is five (5) years with an option for an additional year for a total of six (6) years. |
| **CONTRACT AMOUNT:** | The amount authorized for the asbestos hazardous material removal services contracts is $15,037,500, which includes the inspector general account of $37,500. The total program expenditures for all contracts during the contract term will not exceed $15,037,500 in the aggregate. |
| **SOURCE OF FUNDING:** | Airport funds |
| **MANDATORY CLEARING HOUSE:** | Yes |
| **RESPONSIBLE WAGE/MINIMUM WAGES:** | Yes |
| **ART IN PUBLIC PLACES:** | Not Applicable |
| **CONTRACT MEASURE:** | On June 14, 2006, the Review Committee established this project as a CSBE "No Measure." |
| **COMMUNITY WORKFORCE PROGRAM:** | 29% Goal |
| **ALLOWANCES/CONTINGENCY ACCOUNT:** | Will be addressed as applicable in the individual Project Orders. |
| **USING AGENCY:** | Miami-Dade Aviation Department |

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| | |
|---|---|
| **FIRM:** | Project Development Group, Inc.<br>716 S. Military Trail<br>Deerfield Beach, FL 33442 |
| SUB-CONSULTANTS/SUPPLIERS | Peer Consultants<br>The Bernd Group<br>Meisner Electric |
| COMPANY PRINCIPALS | John C. Regan<br>James D. Chiafullo |

| | |
|---|---|
| | Todd Fortier<br>Dulcia Maire |
| OWNERSHIP | Project Development Group, Inc., a wholly owned subsidiary of PDG Environmental, Inc., is a publicly traded corporation |
| PREVIOUS COUNTY CONTRACTS | Eighteen (18) @ $445,391 |
| YEARS IN BUSINESS | Twenty-two (22) Years |

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| | |
|---|---|
| **FIRM**: | LVI Environmental Services<br>3650 Hacienda Blvd., Suite H & I<br>Davie, FL 33314 |
| SUBCONSULTANTS/SUPPLIERS | GLE Associates<br>Aramsco<br>Airgas Safety |
| COMPANY PRINCIPALS | Robert McNamara<br>Burton T. Fried<br>Paul Cutrone<br>John Leonard<br>Joseph Annarumma<br>Bill Erosh |
| OWNERSHIP | Anglo/Male Owned |
| PREVIOUS COUNTY CONTRACTS | One (1) Contract at $546,000 |
| YEARS IN BUSINESS | Twenty (20) Years |

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| | |
|---|---|
| **FIRM:** | MCO Environmental, Inc.<br>7275 N.W. 64TH Street<br>Miami, FL 33166 |
| SUBCONTRACTORS/SUPPLIERS | Waste Management, Inc.<br>Clearview Electric<br>Brinco Electric<br>EBS Engineering, Inc.<br>Sitech Environmental, Inc.<br>PSI<br>Aramsco<br>American Coating<br>Gold Coast Chemicals, Inc. |

| | |
|---|---|
| COMPANY PRINCIPALS | Cruz H. Otazo<br>Julio Otazo |
| OWNERSHIP | Hispanic Female/Male Owned |
| PREVIOUS COUNTY CONTRACTS | Fifty-Five (55) Contracts @ $12,676,606 |
| YEARS IN BUSINESS | Nineteen (19) Years |

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| | |
|---|---|
| **FIRM:** | DPC General Contractors, Inc.<br>1860 N.W. 21st Terrace<br>Miami, FL 33142 |
| SUBCONTRACTORS/SUPPLIERS | Omega Contracting, Inc. |
| OWNERSHIP | 50% Anglo Male/50% Hispanic Male |
| COMPANY PRINCIPALS | Oscar D. Sever<br>David Lopez |
| PREVIOUS COUNTY CONTRACTS | Sixty-one (61) @ $3,603,965 |
| YEARS IN BUSINESS | Twenty-five (25) Years |

Susanne M. Torriente
Assistant County Manager

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

# Dept. of Business Development

## *Project Worksheet*

**Project/Contract Title:** ASBESTOS HAZARDOUS MATERIAL REMOVAL AND DISPOSAL (SIC 15) **RC Date:** 06/14/2006

**Project/Contract No:** RFQ. NO. MDAD-06-01 **Funding Source:** **Item No:** 3-04

**Department:** MIAMI DADE AVIATION DEPARTMENT MDAD REVENUE FUNDS

**Estimated Cost of Project/Bid:** $12,500,000.00 **Resubmittal Date(s):**

**Description of Project/Bid:** TO ESTABLISH A CONTRACT FOR ASBESTOS/HAZARDOUS MATERIAL REMOVAL AND DISPOSAL. WORK ON THIS CONTRACT INCLUDES, BUT NOT LIMITED TO ASBESTOS ABATEMENT, UNDERGROUND STORAGE TANK REMOVAL, CONTAMINATED SOIL REMOVAL, TRANSPORTATION, DISPOSAL, PCB TRANSFORMER REMOVAL, LEAD PAINT REMOVAL, AND ALL PETROLEUM HAZADOUS MATERIAL HANDLING. THE CONTRACT TERM WILL BE FIVE (5) YEARS WITH ONE ADDITIONAL YEAR FOR COMPLETION.

### Contract Measures Recommendation

| Measure | Program | Goal Percent |
|---|---|---|
| No Measure | CSBE | |
| Workforce Goal | CWP | 29.00% |

### Reasons for Recommendation

An analysis of the trades required for this contract revealed insufficiant availability.

The contract amount will be awarded to six (6) contractors pursuant to the RFQ and shall not exceed the amount listed.

An analysis of the factors contained is Section II A of Administrative Order 3-37 indicates a 29% Community Workforce Program (CWP) goal is appropriate.

CWP Estimated Workforce: 6

CWP Workforce Recommendation: 2

CWP Designated Target Areas: Empowerment Zones, Enterprise Zones

### Analysis for Recommendation of a Goal

| Subtrade | Cat. | Estimated Value | % of Items to Base Bid | Availability |
|---|---|---|---|---|
| | CSBE | $0.00 | | 1 |
| | Total | $0.00 | | |

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

**Responsible Wages:** YES [X] NO [ ] **Building:** YES [X] NO [ ]

*Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds*

### REVIEW COMMITTE RECOMMENDATION

**Tier 1 Set Aside** _____

**Set Aside** _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

**Trade Set Aside (MCC)** _____ **Goal** CWP : 29% **Bid Preference** _____

**No Measure** _____ **Deferred** _____ **Selection Factor** _____

[signature] 6/14/06 — Chairperson, Review Committee — Date

[signature] T. Hudak 6/20/06 — County Manager — Date

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**NON-EXCLUSIVE CONTRACT**
**ASBESTOS HAZARDOUS MATERIAL REMOVAL**
**ITB No. MDAD-03-06**

THIS NON-EXCLUSIVE CONTRACT made and entered into as of the _____ day of _____, 2007, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the County and LVI Environmental Services, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments to be specified in the Project Orders for Projects as may be subsequently assigned by Project Orders issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Asbestos Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## NON-EXCLUSIVE CONTRACT

The term of this Non-Exclusive Contract shall be five (5) years, with one additional year at the discretion of the County, to complete all authorized work initiated during the previous five-year term of the Contract, commencing on the date of the Non-Exclusive Contract.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall total expenditures on the Non-Exclusive Asbestos Hazardous Material Removal Contracts, exceed fifteen Million dollars ($15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General.

The Inspector General provisions will be applicable during the competitive bidding phase and life of the Contract.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
County Manager

ATTEST: HARVEY RUVIN, Clerk

BY: _____
Deputy Clerk

( MIAMI-DADE COUNTY SEAL)

WITNESSES:

_____

_____

CONTRACTOR
(If Sole Proprietor)

LVI Environmental Services, INC
(Firm Name)

BY: _____ SEAL

_____
Title: (Sole Proprietor or Partner)

CONTRACTOR (If Corporation)

LVI Environmental Services, INC
(Corporate Name)

BY: _____
President

Attest: _____
Secretary
(CORPORATE SEAL)

Approved for Form and
Legal Sufficiency

_____
Assistant County Attorney



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CONTRACTOR (If Partnership or Corporate Joint Venture)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

NAME OF MANAGING JOINT VENTURER:

_____

By _____
Signature of Authorized Representative
Of the Joint Venture

Witnesses as to Above

_____

_____

**NON-EXCLUSIVE CONTRACT**
**ASBESTOS HAZARDOUS MATERIAL REMOVAL**
**ITB No. MDAD-03-06**

THIS NON-EXCLUSIVE CONTRACT made and entered into as of the _____ day of _____, 2007, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the County and DPC General Contractors, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments to be specified in the Project Orders for Projects as may be subsequently assigned by Project Orders issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Asbestos Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## NON-EXCLUSIVE CONTRACT

The term of this Non-Exclusive Contract shall be five (5) years, with one additional year at the discretion of the County, to complete all authorized work initiated during the previous five-year term of the Contract, commencing on the date of the Non-Exclusive Contract.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall total expenditures on the Non-Exclusive Asbestos Hazardous Material Removal Contracts, exceed fifteen Million dollars ($15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General.

The Inspector General provisions will be applicable during the competitive bidding phase and life of the Contract.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
County Manager

ATTEST: HARVEY RUVIN, Clerk

BY: _____
Deputy Clerk

( MIAMI-DADE COUNTY SEAL)

WITNESSES:

_____

_____

CONTRACTOR
(If Sole Proprietor)

DPC General Contractors, Inc.
(Firm Name)

BY: _____ SEAL

_____
Title: (Sole Proprietor or Partner)

CONTRACTOR (If Corporation)

DPC General Contractors,Inc.
(Corporate Name)

BY: _____
President

Attest: _____
Secretary
(CORPORATE SEAL)

Approved for Form and
Legal Sufficiency

_____
Assistant County Attorney

CONTRACTOR (If Partnership or Corporate Joint Venture)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

NAME OF MANAGING JOINT VENTURER:

_____

By _____
Signature of Authorized Representative
Of the Joint Venture

Witnesses as to Above

_____

_____

**NON-EXCLUSIVE CONTRACT**
**ASBESTOS HAZARDOUS MATERIAL REMOVAL**
**ITB No. MDAD-03-06**

THIS NON-EXCLUSIVE CONTRACT made and entered into as of the _____ day of _____, 2007, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the County and Project Development Group, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments to be specified in the Project Orders for Projects as may be subsequently assigned by Project Orders issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Asbestos Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

NON-EXCLUSIVE CONTRACT

The term of this Non-Exclusive Contract shall be five (5) years, with one additional year at the discretion of the County, to complete all authorized work initiated during the previous five-year term of the Contract, commencing on the date of the Non-Exclusive Contract.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall total expenditures on the Non-Exclusive Asbestos Hazardous Material Removal Contracts, exceed fifteen Million dollars ($15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General.

The Inspector General provisions will be applicable during the competitive bidding phase and life of the Contract.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
County Manager

ATTEST: HARVEY RUVIN, Clerk

BY: _____
Deputy Clerk

( MIAMI-DADE COUNTY SEAL)

WITNESSES:

Nancy Porto

Andrianie Saman

CONTRACTOR
(If Sole Proprietor)

Project Development Group, Inc.
(Firm Name)

BY: _____ SEAL

_____
Title: (Sole Proprietor or Partner)

CONTRACTOR (If Corporation)

Project Development Group
(Corporate Name)

BY: John Regan
President

Attest: James Chiapello
Secretary
(CORPORATE SEAL)

Approved for Form and
Legal Sufficiency

_____
Assistant County Attorney

CONTRACTOR (If Partnership or Corporate Joint Venture)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

NAME OF MANAGING JOINT VENTURER:

_____

By _____
Signature of Authorized Representative
Of the Joint Venture

Witnesses as to Above

_____

_____



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**NON-EXCLUSIVE CONTRACT**
**ASBESTOS HAZARDOUS MATERIAL REMOVAL**
**ITB No. MDAD-03-06**

THIS NON-EXCLUSIVE CONTRACT made and entered into as of the _____ day of _____, 2007, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the County and MCO Environmental, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments to be specified in the Project Orders for Projects as may be subsequently assigned by Project Orders issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Asbestos Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## NON-EXCLUSIVE CONTRACT

The term of this Non-Exclusive Contract shall be five (5) years, with one additional year at the discretion of the County, to complete all authorized work initiated during the previous five-year term of the Contract, commencing on the date of the Non-Exclusive Contract.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall total expenditures on the Non-Exclusive Asbestos Hazardous Material Removal Contracts, exceed fifteen Million dollars ($15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General.

The Inspector General provisions will be applicable during the competitive bidding phase and life of the Contract.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
County Manager

ATTEST: HARVEY RUVIN, Clerk

BY: _____
Deputy Clerk

( MIAMI-DADE COUNTY SEAL)

WITNESSES:

_____

_____

CONTRACTOR
(If Sole Proprietor) N/A

MCO Environmental, Inc.
(Firm Name)

BY: _____ SEAL

_____
Title: (Sole Proprietor or Partner)

CONTRACTOR (If Corporation)

MCO Environmental, Inc.
(Corporate Name)

BY: VP/SEC
President

Attest: VP/SEC
Secretary
(CORPORATE SEAL)

Approved for Form and
Legal Sufficiency

_____
Assistant County Attorney

CONTRACTOR (If Partnership or Corporate Joint Venture)

CORPORATE JOINT VENTURE: N/A

By _____
President

Attest _____
Secretary

(Corporate Seal)

CORPORATE JOINT VENTURE:

By _____
President

Attest _____
Secretary

(Corporate Seal)

NAME OF MANAGING JOINT VENTURER: N/A

_____

By _____
Signature of Authorized Representative
Of the Joint Venture

Witnesses as to Above

_____

_____

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DIVISION 1

Division 1 will be provided with the Project Order Draft (POD).

# GENERAL CONDITIONS
# ASBESTOS HAZARDOUS MATERIAL REMOVAL CONTRACT

## ARTICLE 1
## DEFINITIONS

### 1.0 DEFINITIONS

When used in these Contract Documents (defined below), or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

**1.01** **Addendum**: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

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

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

**1.04** **Allowance Account(s)**: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Architect/Engineer.

**1.05** **Annoucement for Bids (POD)**: The public notice inviting the submission of Bids for the Work.

**1.06** **Architect/Engineer (A/E)**: The Architectural or Engineering firm which will prepare the Contract Documents and which acts as the County's agent in administration of the PO. The Contract Officer may assume the duties of the A/E.

**1.07** **Beneficial Occupancy**: The County may, in its sole discretion, occupy any portion of the Work prior to Substantial Completion of the Work. This will not relieve the Contractor of its obligation to fully complete the Work in accordance with the Contract Documents.

**1.08** **Bid**: The written offer referred to as the POP.

**1.09** **Bid Bond**: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**1.10** **Bidder**: Any individual, firm, partnership or corporation submitting a Bid in response to the POD.

**1.11** **Bid Documents**: The Announcement for Bids (POD), Instructions to Bidders, Bid Form (POP), Bid Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**1.12** **Bid Form**: The form in which the POP is submitted.

**1.13** **Bulletin**: Any written document initiated by the Architect/Engineer, advising the Contractor of proposed alterations, revisions, additions and deletions in the work and requesting itemized price quotations for such proposed changes.

**1.14** **Calendar Day:** Every day shown on the calendar.

**1.15** **Change Order**: A written agreement executed by the County, the Contractor and the Contractor's Surety, covering modifications to the Contract, recommended by the Architect/Engineer and approved by the consulting engineers.

**1.16** **Consulting Engineers**: HNTB, Consulting Engineers/Supervising Architects to the Miami-Dade Aviation Department.

**1.17** **Contract**: This written agreement, attachments hereto and a part hereof entered into by the County and the Contractor, including all of its terms and conditions, attachments, exhibits, and amendments. During the competitive bidding process the PO may also be referred to as the Contract, and therefore all terms and conditions contained herein will apply to the PO.

**1.18** **Contract Administrator:** The Contract Officer has delegated the day-to-day administration of the Contract to the Manager of the Environmental Division or a third party designated as the Contract Administrator. The designated individual and/or office reports directly to the Contract Officer and has direct authority and supervision over the General Contractor. The Contract Administrator coordinates and arranges all Contract-related activities.

**1.19** **Contract Documents**: The Instructions to Bidders, Bid Form (POP), PO, POD, Bid Bond, Condition of Award Requirements, Contract, Performance and Payment Bond, General Conditions, Special Provisions, Supplementary Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Work Orders, Project Order Modification, Schedules and shop drawings. Some or all of these documents or any other written information will accompany the PO during the competitive bidding process.

**1.20** **Contract Officer:** The chief authority in administering the Contract and competitive bidding process (refer to Article 2.9 herein) is the Contract Officer, defined as the Aviation Director or his designee. The Contract Officer may perform in the capacity of A/E, and/or Field Representative.

**1.21** **Contract Time**: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the PO, unless extended by a POM, Change Order or by a Work Order.

**1.22** **Contractor**: The individual, firm, partnership, corporation or joint venture who enters into a Contract with the County and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work as defined in the individual PO's.

**1.23** **County**: A political subdivision of the State of Florida, whose governing body is the Board of County Commissioners of Miami-Dade County, Florida.

**1.24** **County Manager**: The County Manager of Miami-Dade County, Florida.

**1.25** **Days**: Reference made to Days shall mean consecutive calendar days.

**1.26** **Default:** Failure to meet or complete a contractual obligation as set forth in Contract Documents or individual PO's.

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

**1.28** **Direct Costs**: Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental for any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the drawings and specifications and materials approved by the Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. Rental for Special Equipment and Machinery, not already mobilized on the airport, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributor (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (not withstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the Special Equipment or Machinery is in use on the work plus any required mobilization. Payment for Special Equipment and Machinery already mobilized on the airport shall not exceed the monthly rate stated in the AED divided by one hundred and seventy six (176) to establish a per hour rate that the Special Equipment and Machinery is in use on the work, plus any required re-mobilization. For Special Equipment or Machinery not listed in said document the Contractor shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, fair wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Architect/Engineer as Special Equipment and Machinery shall be considered Overhead.

**1.29** **Director**: The Director of the Miami-Dade Aviation Department, or his/her Designee. The Director's mailing address is: Post Office Box 025504, Miami, Florida 33102-5504.

**1.30** **Not Used**

**1.31 Employer's Payroll Burden**: The term "employer's payroll burden" shall include, but is not limited to, the following items: costs of workers' compensation insurance, applicable fringe benefits and liability insurance, employer social security contribution, employer pension contributions, unemployment insurance and health insurance.

**1.32 Extra Work**: An item of work not provided for in the awarded Contract as previously modified by Change Order or Work Order, but which is found by the Architect/Engineer to be necessary to complete the work within the intended scope of the Contract.

**1.33 Field Representative**: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract.

**1.34 General Manager**: The term shall mean the designated authorized representative of the Contractor who has the power to bind the Contractor in all matters relating to this Contract.

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

**1.36 Liquidated Damages**: The amount that the Contractor accepts, as stipulated in the PO that will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay.

**1.37 Liquidated Indirect Costs**: The amount stipulated in the PO that will be added to the Contract sum for each calendar Day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its Subcontractors' Indirect Costs, for each day of Excusable Compensable Delays.

**1.38 Miami-Dade Aviation Department (MDAD)**: A department of Miami-Dade County government.

**1.39 Notice To Proceed (NTP)**: The written communication issued by MDAD to the Contractor directing the Contractor to begin Contract Work and establishing the date of commencement of the work.

**1.40 Overhead (Indirect Costs)**: Overhead includes any costs other than Direct Costs, as defined herein, incurred by the Contractor and all its Subcontractors of any tier in the performance of the Contract. Overhead includes, but is not limited to all costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery not designated by the Architect/Engineer as Special Equipment or Machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Contractor or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a

quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

**1.41** **Owner:** The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Rescue or their successors.

**1.42** **Performance and Payment Bond**: Bond executed by the Contractor and its Surety, on the attached form, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**1.43** **Plans**: The drawings, or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**1.44** **Project**: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**1.45** **Project/Construction Manager:** Employee of the Contractor who reports directly to the MDAD Project/Construction Manager or the designated MDAD Representative. Responsible for day to day construction activities, project scheduling, administration coordination and supervision of construction superintendents and Projects. The Project/Construction Manager must possess the ability to speak and write the English language fluently. The Project/Construction Manager must have at least five (5) years experience in the management and construction of projects of a similar nature as those in this Contract. It is preferred that the Project/Construction Manager have a minimum four-year degree in engineering, building construction, architecture or be a licensed general contractor.

**1.46** **Project Manual**: The portion of the Contract Documents, prepared by the Architect/Engineer, other than the Plans.

**1.47** **Project Order (PO):** The written agreement initiated by the Contract Officer directing the Contractor to perform work for a specific Project in accordance with the provisions of the Contract Documents and the requirements of the PO. The PO as used herein shall also refer to this Contract and shall include all terms and requirements as set forth in this Contract, POD, and POP which may include Technical Specifications, Plans, and other documents, together with all POM's, Work Orders and Work Authorizations as may be issued under a POD.

**1.48** **Project Order Draft (POD):** The request for bids. A request to the Contractor issued and approved by the Contract Officer describing the scope of work to be

performed, and other conditions applicable to a proposed Project. The POD initiates the Contractor(s) estimating/competitive bid process.

**1.49 Project Order Modification (POM):** A written agreement executed by the Contractor and the Contract Officer and the surety covering changes in the design, materials, methods or other conditions of a PO. All changed or added work ordered shall be performed by the Contractor at the time specified in the POM, and progress payment for such work shall be made based upon cost estimates prepared by the Contractor and reviewed and approved by the Architect/Engineer.

**1.50 Project Order Proposal (POP):** The response of the Contractor to the POD. This is the Contractor's bid. Included in the POP is the direct job related costs (including Contractor(s) overhead and profit) and Subcontractor's cost (if any).

**1.51 Project Testing Laboratory**: The laboratory(ies) employed by the County to perform under the direction of the Architect/Engineer all quality assurance testing.

**1.52 Project Time:** The number of consecutive calendar Days established for the performance of the work under a PO.

**1.53 Quick Response Accounts:** Budgets which are established by MDAD for a particular PO(s) which will be used to fund Work Authorizations as deemed necessary by the Contract Officer as a result of an emergency or the need for an urgent response action. These respond to Airport needs such as, but not limited to: hazardous media removal, office build-out, demolition, remodeling and office relocation, Tenant and MDAD staff relocation, carpet purchase, removal and installation and related carpet work, airline ticket and car rental counters, furniture relocation, and miscellaneous millwork.

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

**1.55 Safety Plan**: A plan prepared by the A/E for an individual Project (when necessary) and approved by the MDAD depicting key elements and/or landmarks of the AOA and the relationship of the Contractor's marshaling/work area to these elements.

**1.56 Site, Project Site, Work Site, Construction Site, Job Site**: The location(s) at which the work under this Contract is to be accomplished, as shown on the Plans or P.O.

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

**1.58 Subcontractor**: Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

**1.59** **Substantial Completion**: Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the County may use the Work for the use for which it is intended or for such other use which the County in its sole discretion may determine to be appropriate under the circumstances, and after receipt of the final certificate of occupancy.

**1.60** **Surety**: The bonding company furnishing the Bonds required of a Bidder and of the Contractor.

**1.61** **Taxiway**: For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by MDAD for movement of aircraft to and from the airport's runways or aircraft parking areas.

**1.62** **Technical Specifications**: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed.

**1.63** **Unit Prices**: There are two types of unit price items; "Major Unit Price Item" and "Minor Unit Price Item". The term "Major Unit Price Item" shall refer to any single item of work on the PO for which the extended price on the PO (quantity times unit price) is at least 20% of the Total Amount Bid in the PO. The term "Minor Unit Price Item" shall refer to those item(s) of work not meeting the criteria for "Major Unit Price Item".

**1.64** **Vendor**: An individual or corporation who supplies materials, goods or services used in conjunction with the Contractor and subsequent PO's.

**1.65** **Work**: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents.

**1.66** **Work Authorization**: A written agreement between the MDAD and the Contractor, approved by the MDAD directing the Contractor to perform work, and the costs are drawn against the Quick Response Account as established in the PO.

**1.67** **Work Order**: A written order, authorized by the Director, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work that does not have a monetary impact. A Work Order may be issued independently for small emergency Projects. Each Contractor shall submit their proposal to the MDAD (at a time and location established in the invitation to submit POP's for the work they propose to perform. MDAD or an A/E may perform a bid evaluation on each Project and will submit a recommendation for award to the MDAD.

## ARTICLE 2
## ADMINISTRATION OF THE CONTRACT

### 2.1 INTENT OF CONTRACT

**2.1.01** The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a functioning facility which it may use as intended. The Contractor shall perform, without additional compensation, such incidental work as necessary to complete the Work, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.

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

**2.1.03** No acceptance, order, measurement, payment, or certificate of or by the Owner or its employees or agents shall either estop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

### 2.2 OTHER CONTRACTS

**2.2.01** The Owner may award other contracts for other work on the Site. The Contractor shall fully cooperate with such other contractors and shall carefully fit his own work to that provided under other contracts as may be directed by the Field Representative. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractors, or fail to perform such acts as required to avoid interference with the performance of work by any other Contractor.

**2.2.02** In the event of interference between the work of the Contractor and other contractor(s) working concurrently at the Site, the Field Representative will instruct the Contractor as to which Work has priority in performance and such instructions shall be binding upon the Contractor. The Contractor shall not have any claim against the Owner, the Consulting Engineers, the Architect/Engineer, or the Field Representative for any additional compensation whatsoever in connection therewith.

**2.2.03** The Contractor shall conduct its operations so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

### 2.3 PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS

**2.3.01** Plans showing general outlines and details necessary for a comprehensive understanding of the work, form a part of the Contract Documents. The total number and the titles of the drawings constituting the Plans are given in Division 1 of the Project Manual. All work under the Contract shall be performed in all respects in compliance with the requirements of the Contract Documents.

**2.3.02** The Contract Documents provide for a complete work, and may have been prepared in divisions of various crafts, trades and other categories of work. The Contractor is responsible for the

performance of all work under the Contract regardless of any such divisions, and shall ensure that all of the work is performed and completed.

**2.3.03** The Owner will provide the Contractor with one transparency copy of the Plans and three copies of the Project Manual for the Contractor's use during the execution of the Contract. The Contractor may reproduce these documents for its use during the performance of the work under this Contract.

**2.3.04** The Contractor shall maintain at the Site at all times at least one (1) copy of Plans, Technical Specifications and all other Contract Documents, together with at least one (1) complete set of approved Shop Drawings and approved samples.

**2.3.05** The Contractor shall make available at the job site one copy of each referenced standards and/or specifications for the Contractor's and the Field Representative's use during the time that work covered by the standards and/or specifications is underway.

**2.3.06** The Contract, Plans, Specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

**2.3.07** In the event of any conflicts, ambiguities, or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows:

A. General Conditions shall govern over Special Provisions and Technical Specifications.

B. Technical Specifications shall govern over Plans and over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.

C. Plans shall govern over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.

D. On the Plans, calculated or figured dimensions shall govern over scaled dimensions.

**2.3.08** The Contractor shall not take advantage of any apparent error, omission, discrepancy or ambiguity on the Plans or Specifications. If any error, omission, discrepancy or ambiguity is found by the Contractor in the Plans or Technical Specifications, the Contractor shall refer the same to the Field Representative in a timely manner to allow sufficient time for an interpretation and decision by the Architect Engineer prior to any related work delay. The Architect Engineer's decision shall be final.

**2.3.09** The Architect/Engineer shall have the right to correct apparent errors or omissions in the Plans and Technical Specifications and to make such interpretations as he may deem necessary for the proper fulfillment of the Contract Documents. During the course of the work, should any conflicts, ambiguities, or discrepancies be found that are not addressed or any discrepancies between the Plans and the Technical Specifications to which the Contractor has failed to call attention before submitting the bid, then the Architect/Engineer will interpret the intent of the Plans and Technical Specifications and the Contractor hereby agrees to abide by the Architect/Engineer's interpretation and agrees to carry out the work in accordance with the decision of the Architect/Engineer. In such

event the Contractor will be held to have included in the bid the most expensive material and/or method of construction.

**2.3.10** When a material, article, or equipment is designated by a brand name, and more than one brand name is listed, it will be understood that the design is based on one of the brand name listed products. The Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment actually being provided without additional cost to the Owner.

**2.3.11** The organization of the Contract Documents into divisions, sections and articles, and the arrangement of Drawings does not restrict or limit the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

**2.3.12** Product and Reference Standards:

A. When descriptive catalog designations including manufacturer's name, product brand name, or model number are referred to in the Contract documents, such designations shall be considered as being those found in industry publications of current issue on the date of the first announcement for bids.

B. When standards of the Federal Government, Florida Department of Transportation, Standards Organization such as ASTM, AASHTO, AWS or ANSI, trade societies, or trade associations are referred in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition on the date of the first announcement for bids shall be considered as part of the Contract.

**2.3.13** Where in the Contract Documents an item is identified by a particular manufacturer's name, model or other code it shall be interpreted to include other manufacturers' product of like and equal quality whether the words "or equal" are included or not.

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

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

## 2.4 CONFORMITY WITH PLANS AND SPECIFICATIONS

**2.4.01** The entire work and each part thereof shall be constructed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors and temporary structures required to ensure these results.

**2.4.02** No deviation from the approved Plans, Technical Specifications and other Contract Documents shall be permitted without the prior written approval of the Architect/Engineer, which approved deviation(s) shall be documented to the extent required by the Contract Documents.

## 2.5 AUTHORITY OF THE ARCHITECT/ENGINEER

**2.5.01** The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Specifications or Plans relating to the work, and the fulfillment of the Contract on the part of the Contractor

**2.5.02** The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.

**2.5.03** Where the Contract Documents provide for decisions or other actions by the Architect/Engineer, the same shall be final and binding upon the Contractor.

**2.5.04** The Architect/Engineer shall have free access to the work and materials at all times to facilitate the performance of his duties.

**2.5.05** The Architect/Engineer shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for.

**2.5.06** The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.

**2.5.07** The observation of the work and actions by the Architect/ Engineer, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

## 2.6 AUTHORITY AND DUTIES OF THE FIELD REPRESENTATIVE

**2.6.01** The Field Representative will administer the Contract and the orders of the Owner are to be given through the Field Representative. The Field Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

**2.6.02** The Field Representative will observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used.

**2.6.03** The Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.

**2.6.04** When any work in progress does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected and shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.

**2.6.05** The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract.

**2.6.06** When any portion of the work is to be performed away from the site, the Contractor shall notify the Field Representative, in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Field Representative in order that same may be inspected by him.

**2.6.07** The Field Representative shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Field Representative discovers any work in progress that does not meet the requirements of the Contract Documents, the Field Representative shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Field Representative will not be paid for.

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

**2.6.09** The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.

**2.6.10** The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

**2.6.11** The Field Representative shall decide all questions relating to the rights of different contractors on the Project.

## 2.7 OBSERVATION OF THE WORK

**2.7.01** All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

**2.7.02** If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.

**2.7.03** Any work done or materials used without observation by the Field Representative may be ordered removed and replaced at the Contractor's expense unless the Field Representative failed to observe the work after having been given reasonable notice in writing.

## 2.8 OTHER AUTHORIZED INSPECTION

**2.8.01** The Owner, the Lessee(s) and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.

**2.8.02** For AIP Projects, the work may be subject to inspection and approval by the FAA.

## 2.9 ASSIGNING PROJECT WORK/WORK ORDERS - PROJECT ORDER (COMPETITIVE BIDDING PHASE)

**2.9.1** The preparation, bid and award of each PO or Work Order will be in accordance with the following requirements, procedures and conditions:

a) Contract Officer will prepare and issue to each pre-qualified Contractor (herein referred to as Contractor), POD which will include and will describe a Project to be performed, the time allotted for construction, any liquidated damages and other project requirements and/or conditions including the employment of certified minority subcontractor's. Also provided will be project specifications and construction documents.

The prequalified contractors shall be invited to attend a pre-bid conference which may be held for each Project, conducted by the A/E of Record and/or the MDAD, at which time the Project site will be toured. Such pre-bid conferences will be held at a location to be determined by the MDAD.

b) Bidding of each Project shall be done on a competitive basis with the POP to be publicly opened at a specific time and place in the presence of MDAD and the A/E or MDAD designed representative. A bid tabulation of all bids received,

identifying the lowest responsive and responsible bid, shall be analyzed and performed by the A/E or MDAD designated representative and presented to MDAD accompanying all POP.

c) Each Contractor shall submit their POP to MDAD at a time and location established in the POD for the work they propose to perform. MDAD or an A/E may perform a bid evaluation on each Project and will submit its recommendation for award.

d) The award of each PO shall be made to the General Contractor based on his POP which incorporates the lowest responsive and responsible bidders necessary to complete the scope of work outlined in the POD. It is the responsibility of the General Contractor to include within their cost estimate all work that is necessary to construct Projects as identified in each PO: including daily cleaning of Project area and adjacent areas as required. The General Contractor will be responsible for any additional costs that are necessary to complete the work in accordance with the PO due to his/her failure to properly and accurately bid the Work; to clearly identify the scope and the physical limits of the scope of work to the various subcontractors in particularly those areas where the scope of work for subcontractors overlap and for any other reason.

e) The County reserves the right to reject all POP's and not award any PO. The County, by choosing to exercise its right of rejection, does so without the imposition of any liability against the County by any and all Contractors.

**2.9.2** The Contractor agrees to furnish its services and perform all work expeditiously with due care and in a manner consistent with the interest of the MDAD.

**2.9.3** The response by the General Contractor, POP, shall be in accordance with the following requirements:

a) Pricing - The POP reflects the pricing methods outlined in the POD. The POD may specify different methods of payment: lump sum, unit price or cost plus, or any combination of these three. The POD will clearly identify work to be paid for under the lump sum, unit price, or cost plus methods and the charges applicable to each pricing method.

Within seven (7) calendar days after the Notice to Proceed (NTP), for a specific PO, the Contractor shall prepare and submit to MDAD or an Architect/Engineer the following items for approval:

1) Cost Breakdown (Schedule of Values)

2) Schedule of estimated monthly partial payments (to be included on Project schedules as per the methods described herein Article 10 - Payment, to Contractor) in these General Conditions.

The Cost Breakdown (Schedule of Values) shall be prepared in acceptable form for each of the major items of the work and shall be revised when requested by the Architect/Engineer if any of

the values in the Cost Breakdown appear to be incorrect or unbalanced. No such revisions shall in any manner affect the Total PO Amount. Supporting data acceptable to the Architect/Engineer may be required to substantiate the Schedule of Values.

The Schedule of Estimated Monthly Partial Payments shall be realistic, and shall conform to the progress schedules. The Schedule of Estimated Monthly Partial Payments may be adjusted, from time to time, to reflect changes, if any, in the Overall PO Schedule or the actual progress of construction.

No payments will be made to the Contractor without complying with the before-mentioned requirements.

b) Scheduling - The POP schedule proposal shall conform to the requirements specified in the POD and the methods described in Article 4 - Construction Schedule of these General Conditions.

**2.9.4** In the event that the MDAD and the Contractor fail to reach agreement on the terms of the POP, the MDAD may issue a PO directing the Contractor to perform the work on a Cost-Plus work basis in accordance with Article 7 of the General Conditions. A reasonable amount of time will be specified for completion of the work. The Contractor will then be obligated to have the work completed in accordance with the requirements of the PO as issued.

**2.9.5** Upon execution of the PO, the Contractor shall not change any Subcontractor(s) and/or Vendor(s) without the prior written consent of the Contract Officer.

## 2.10 PROJECT ORDER COMPLETION

As the work under each Project approaches completion, the Contractor will be given an itemized list prepared by the A/E of incomplete or defective work items. Satisfactory resolution of each of the items on this list is prerequisite to acceptance of the work.

A PO will be considered complete when:

a) The Contractor has completed all work in accordance with the requirements of the PO.

b) The Contractor has furnished the following:

1) Contractor's Affidavit (Article 11).

2) Subcontractor's Affidavit for all payments made to the Work.

3) Originals or Mylar reproducible and two complete sets of prints of all Shop Drawings.

4) Three complete sets of maintenance manuals, parts lists and operating instructions.

5) Operations and maintenance training for County employees, when required in the Contract Documents.

6) All Guarantees and Warranties (Article 11).

7) Prints of the Project Record Drawings revised to the "Record Drawings" condition. Final and complete "Record Drawings (As-Built)" information.

8) Contractor's Final Affidavit and Release of All Claims (Article 11).

9) Certificate of Occupancy.

c) The MDAD has executed a PO Completion Form.

## 2.11 SUBCONTRACTING PROJECT ORDERS/WORK ORDERS

Nothing contained herein shall create any contractual relationship between the County and any Subcontractor.

## 2.12 AUTHORITY OF THE CONTRACT OFFICER

**2.12.1** For those responsibilities of the County, the administration of Projects assigned under the Contract is vested wholly in the Contract Officer and the orders of the County are to be given through the Contract Officer or his designee herein referred to as Contract Administrator. The instructions of the Contract Officer shall be strictly and promptly followed by the Contractor and his Subcontractors in every case. The Contract Officer shall have free access to the work, materials and job management records and all accounting records at all times

**2.12.2** The Contract Officer shall have the right to reject all materials furnished and installation and work performed which, in the judgment of the Contract Officer, does meet the requirements of the PO. When any work in progress does not meet the requirements of the PO, the Contract Officer may order the Contractor to shut down that portion of the work affected and will confirm this order in writing as soon as practicable detailing the reasons for the shutdown. Work performed in violation of the order of the Contract Officer to shut down will not be accepted nor paid for.

**2.12.3** The administration, construction observation, inspection, assistance and other actions by the Contract Officer, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of the means and methods employed by the Contractor or his Subcontractors; and such actions shall not relieve the Contractor from any responsibilities or obligations under the Contract; nor shall the Contractor request or require the Contract Officer to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

**2.12.4** The fact that the Contract Officer has not made early discovery of faulty work or of work omitted, or of work performed which is not in accordance with the Contract Documents or PO, shall not bar the Contract Officer from subsequently rejecting such defective work.

**2.12.5** Where the Contract Documents provide for decisions, determinations, orders, certifications, directions or other actions by the Contract Officer the same shall be final and binding upon the Contractor.

**2.12.6** When any portion of the work is to be performed away from the Site, the Contractor shall notify the Contract Officer in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the County or the Contract Officer in order that the same may be inspected by any of them.

## ARTICLE 3
## OWNER

### 3.1 OWNER PROVIDED INFORMATION

**3.1.01** The records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.

**3.1.02** Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted to indicate the true quantities or distribution of quantities.

### 3.2 INTEREST OF PUBLIC OFFICIALS

**3.2.01** No officer or employee of Miami-Dade County during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

### 3.3 OWNER RIGHTS IN THE CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

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

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

## 3.4 OWNER RIGHTS IN A CONTRACTOR DEFAULT AND TERMINATION

**3.4.01** In the event of Termination for Default and failure of Surety to prosecute in an expeditious manner, the Owner will have the right to take possession of and use any or all the materials, plant, tools, equipment and property of any kind onsite provided by or on behalf of the Contractor, the Surety, or the Surety's Contractor for the purpose of the work, or a portion of them, without being responsible to the Contractor, the Surety, or the Surety's Contractor, for fair wear and tear. The Contractor, the Surety, the Surety's Contractor, shall have no rights in such property during their use by the Owner. The Owner will not be required to obtain the lowest prices for completing the work but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion. The expense of completing the work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Owner, will be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Surety. In case such expense is in excess of the sum which otherwise would have been payable to the Surety under the Contract, then the Surety shall promptly pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner may, in its sole discretion, withhold all or any part of any payments otherwise due the Contractor or Surety until completion and final settlement of the work covered by the Notice of Termination of Contractor.

# ARTICLE 4
# CONTRACTOR

## 4.1 PRE-CONSTRUCTION CONFERENCE

**4.1.01** A Pre-construction Conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this Contract. The Contractor and its major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting.

## 4.2 COMMENCEMENT AND PROSECUTION OF WORK

**4.2.01** The time within which all of the work is to be completed shall be as stipulated in the PO. The Contractor is not authorized to perform work under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the effective date shown on the Notice to Proceed.

Any work performed by the Contractor prior to the effective date of the Notice to Proceed shall be at the Contractor's own risk and shall not be considered as the basis for any claim resulting from this pre-NTP work.

**4.2.02** The Contractor shall prosecute the work so as not to interfere with normal airport operations or as may be further detailed in Division 1 of the Project Manual. If the Contractor desires to prosecute the work at other than the days and times set forth herein, it shall notify the Architect/Engineer at least forty-eight (48) hours in advance, so that the Architect/Engineer may make arrangements for access to the job site and to be present. Any work performed without such advance notice having been given to the Architect/Engineer or without having the

Architect/Engineer being present may be rejected, if in the sole judgment of the Architect/Engineer, such work is not susceptible to its observation after the fact to determine compliance with the Contract Documents.

**4.2.03** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

**4.2.04** All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

**4.2.05** When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Architect/Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Architect/Engineer may direct, at no additional cost to the Owner. No change will be made to the Contract price(s) nor in Contract Time as a result of authorizing a change in methods or equipment under this Article.

**4.2.06** The Contractor shall be responsible for taking steps necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve it from responsibility for successfully performing work without additional expense to Owner. Owner will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

## 4.3 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

**4.3.01** The Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith.

**4.3.02** The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Architect/Engineer and its Field Representatives and with other contractors in every way possible.

**4.3.03** The Contractor shall maintain the work during construction and until the work is accepted.

**4.3.04** Until Substantial Completion or Beneficial Occupancy by the Owner of any part or all of the work as provided in these Contract Documents, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution to protect against loss or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good at its own expense all loss or damage to any portion of the work occasioned by any of the foregoing causes before its completion and acceptance.

**4.3.05** The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, Subcontractors and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or Special Equipment of the Contractor or its Subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any Direct Costs can be requested by or granted to the Contractor or any of its Subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or Special Equipment. Additional Direct Costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.

**4.3.06** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The operation of equipment of such weight or so loaded to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed or as specified in the Technical Specifications. The Contractor shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense.

**4.3.07** The Contractor shall protect from damage utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, as determined by Owner, the Owner may have the necessary work preformed and charge the cost thereof to the Contractor.

## 4.4 CONTRACTOR'S SUPERINTENDENT AND EQUIPMENT

**4.4.01** The Contractor shall provide a competent English-speaking Superintendent on the work at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Technical Specifications and other Contract Documents.

**4.4.02** The Contractor shall furnish all labor, materials, services and equipment sufficient for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress.

**4.4.03** All equipment, tools, and machinery used in the prosecution of the work shall be maintained in a safe working condition and shall be appropriate for the work to be performed.

**4.4.04** The Contractor shall submit to the Architect/Engineer the daily manpower count, by trade and position, no later than noon of the day following the day covered.

## 4.5 ENVIRONMENTAL PROTECTION

**4.5.01** The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

## 4.6 CONSTRUCTION COORDINATION MEETINGS

**4.6.01** The Contractor shall attend Construction Coordination Meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Owner contractors. The Contractor shall cause Subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer.

## 4.7 SHOP DRAWINGS

**4.7.01** The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with the Contract Documents and requirements of Division 1 of the Project Manual.

## 4.8 SUBSTITUTION

**4.8.01** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer, together with catalog designation or other identifying information. When Contract Documents specifically disallow substitution, the specified product shall be provided. Alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use. The Contractor shall submit a substitution request within 45 calendar days from the Notice to Proceed or sooner as required by the job progress, in order not to impair the Project schedule.

**4.8.02** No request for substitution will be considered unless accompanied by complete information and descriptive data necessary to determine the quality of the proposed materials, articles or equipment. Samples shall be provided when requested by the Architect/Engineer. The burden of proof as to the comparative quality or suitability of the proposed materials, articles or equipment shall be upon the Contractor. The Architect/Engineer and the Owner's decision in such matters shall be final. In the event that the Architect/Engineer rejects the use of such substitute materials, articles or equipment, then one of the particular products designated by brand name shall be provided.

**4.8.03** The Architect/Engineer will examine and review the Substitution request with the Owner and return it, within the time requested, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

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

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

## 4.9 APPROVAL OF SOURCES OF SUPPLY OF MATERIALS

**4.9.01** The Contractor shall submit a complete list of the sources of supply and the manufacturers of all items of materials, equipment and machinery requested by the Architect/Engineer for approval prior to the commencement of any work.

## 4.10 APPROVAL AND ACCEPTANCE OF MATERIALS AND SALVAGE OF MATERIALS

**4.10.01** The materials used on the work shall conform to the requirements of the Contract Documents and may be subject to inspection, testing and approval by the Architect/Engineer before incorporation in the work. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

**4.10.02** In order to expedite the acceptance of materials, the Architect/Engineer may require the Contractor to furnish complete statements as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished sufficiently in advance of the delivery of such materials.

**4.10.03** At the Architect/Engineer's option, materials may be approved at the source of supply before delivery is slated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

**4.10.04** Any work in which untested materials are used without approval or written permission of the Architect/Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Architect/Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, Quality Assurance tests performed in accordance with the requirements of Contract Documents will be made by the Architect/Engineer or the Project Testing Laboratory at the expense of the Owner. Samples will be taken by the Architect/Engineer or the Project Testing Laboratory. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work and until Final Acceptance of the Work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

**4.10.05** The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Plans or Specifications, the Contractor shall furnish such equipment that is produced in accordance with FAA Advisory Circular (AC) 150/5345-53B by a manufacturer qualified (by FAA) to produce such specified and listed equipment.

**4.10.06** Samples of all materials to be tested, upon which the acceptance or rejection thereof is to be based, shall be taken by the Architect/Engineer or the Project testing laboratory. Materials may be sampled either prior to shipment or after being received at the Site.

**4.10.07** The Contractor shall provide such facilities as the Architect/Engineer or the testing laboratory may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made and the materials found to be acceptable. Only materials conforming to the requirements of the Contract Documents shall be used in the work.

**4.10.08** Materials or assemblies not conforming to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Architect/Engineer Rejected material or assemblies, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Architect/Engineer has approved its use, in writing, in the work.

**4.10.09** Ownership of all salvaged equipment and materials, surplus excavation, etc., shall remain with the Contractor, unless stated otherwise in the Contract Documents, who shall legally dispose of such equipment, materials and surplus excavation, etc. at a legal disposal site(s) provided by and at the expense of the Contractor, away from the airport site. All equipment and materials to be salvaged for the Owner's use, shall be transported by the Contractor and delivered to the location called for in the Contract Documents.

**4.10.10** The Contractor shall exercise due caution in the removal, dismantling and handling of equipment and materials to be salvaged for the Owner's use. The Contractor shall prepare inventory lists for all such salvaged equipment and materials before removal and such lists shall be receipted by the Architect/Engineer and the Owner at the time such equipment and materials are delivered to the Owner.

**4.10.11** The Contractor shall be liable for losses or damage resulting from the Contractor's handling of equipment and materials to be salvaged for the Owner's use.

**4.10.12** The Architect/Engineer may direct the Contractor to dispose of all or any class of salvage material to a fill or storage site on or adjacent to the work area, at no additional cost to the Owner.

## 4.11 CERTIFICATES OF COMPLIANCE

**4.11.01** The Architect/Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract Documents. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

**4.11.02** Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the requirements of the Contract Documents will be subject to rejection whether in place or not.

**4.11.03** When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

A. Conformance to the specified performance, testing, quality or dimensional requirements; and,
B. Suitability of the material or assembly for the use intended in the Work.

**4.11.04** If the Contractor proposes to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Architect/Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

**4.11.05** The Architect/Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

## 4.12 STORAGE OF MATERIALS AND EQUIPMENT

**4.12.01** Before commencing work, the Contractor shall consult with the Architect/Engineer as to available space for temporary storage of materials, location of temporary structures, if any, equipment and other property of the Contractor. Locations determined for such storage of materials, temporary structures, equipment and other property shall be temporary, and the Contractor shall be required to relocate the same as directed by the Architect/Engineer to avoid interference with operations of the Owner or with the work of other contractors on the job site. Temporary structures shall be neat in appearance, shall not constitute a fire hazard and shall be properly maintained.

**4.12.02** Any space that the Contractor may require for plant, equipment, storage or other purposes, in addition to that set forth above, shall be procured by the Contractor and the cost thereof shall be included in the price(s) bid for the work. Stored materials, structures, equipment and other property shall remain the property of the Contractor and he shall be solely responsible for the protection of such property from theft, and damage of any sort. To this end, the Contractor shall provide at no additional cost to the Owner all secured enclosures, security personnel, material inventory programs and any other means necessary for the protection of its property. The granting of rights of storage on Owner property shall in no way obligate the Owner for protection or replacement of loss of such stored property.

**4.12.03** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Architect/Engineer. Materials shall be stored on Owner property or in approved bonded warehouse(s); materials stored within the airport limits shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft, vehicles, or airport operations. Unless otherwise shown on the Plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Architect/Engineer.

**4.12.04** Unless otherwise specified or directed by the Architect/Engineer, all storage sites shall be restored to their original condition by the Contractor at no additional cost to the Owner.

## 4.13 CONSTRUCTION SCHEDULES

**4.13.01** Construction will be planned and recorded with a Computerized Project Planner Format (Primavera) or, only when so specified in Division 1, conventional Critical Path Method (CPM) Format as specified in Division 1 of the Project Manual. All work shall be done in accordance with the approved schedule or the most recently approved schedule update, as applicable. The Construction Schedules shall be used for coordination, monitoring, and payment of all work under the Contract including all activities of Subcontractors, vendors, and suppliers. The Contractor's submission of the final baseline construction schedule and subsequent revisions confirms that its Subcontractors and suppliers have reviewed the schedule and concur with the sequence of events, activity durations and rates of production implied therein. The Contractor shall be solely responsible for the preparation, revisions and updating of the Construction Schedules.

## 4.14 SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS

**4.14.01** The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.

The Contractor shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the work place.

Prior to commencing any work at the work site, the Contractor shall submit its S&H Plan which shall include, but is not limited to, the following:

- Hurricane Plan
- Identification of competent person
- Safety statistical data, which will include severity and lost-time frequencies
- Contractor daily Project safety inspections
- Project Emergency Notification List (updated as needed)
- Equipment certification and daily inspection
- Trenching inspection
- Confined Space Entry Permitting and coordination
- Maintenance of Traffic Inspection
- Hazard Communication
- Work zone safety and flagging
- Lockout/Tagout Coordination
- Fire prevention, hotwork permitting, and Fire Watch

**4.14.02** The Contractor shall not endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure, installation, facility, work in progress or work completed.

**4.14.03** Materials stored upon the Site or along the route of the work shall be so placed and the work shall be so conducted as to cause no obstruction to traffic other than as provided in these Contract Documents.

**4.14.04** The Contractor shall mark all equipment with three foot square orange and white flags whenever such equipment is operating on the Air Operations Area (AOA) or in proximity to flight zones. Equipment employed on the AOA shall be withdrawn from work areas at the close of the work day. Equipment shall not be parked in any location where it will constitute a hazard to aircraft or aircraft operations. Equipment shall be night marked and lighted as required by the Technical Specifications and FAA Advisory Circular 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" latest edition.

**4.14.05** Equipment will not be allowed on the airfield which is not properly equipped to contain all material, debris, etc. Constant inspections will be performed by the Contractor to insure a continuous, clean and safe aircraft operating area at all times.

**4.14.06** The Contractor shall obtain from MDAD Airside Operations, for work at Miami International Airport, or from the airport manager for work at other MDAD General Aviation Airports, all equipment height limitations. Approval for use of cranes and other high equipment may be given, provided that the Contractor submits full data and scheduling to MDAD for approval by the FAA. Contractors are cautioned that the FAA processing of this request may take eight (8) weeks from the time of application.

**4.14.07** Bidders are cautioned to allow for such conditions as having to drop crane boom(s) at times required by the FAA (nighttime and inclement weather), providing 2-way radio communications with the FAA control tower, and possible disruption of crane use to accommodate special airport operations requirements.

**4.14.08** The Contractor shall furnish and erect signs, barricades, lights, flags and other protective devices as may be required, to protect aircraft, pedestrian and vehicular traffic and the work. All such signs, barricades, lights, flags and other protective devices shall be in accordance with the requirements of the Contract Documents.

**4.14.09** The Contractor shall furnish flaggers in sufficient numbers to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such flaggers shall be furnished on a twenty-four (24) hour basis when conditions and/or airport operations require.

**4.14.10** The Contractor and all Subcontractors shall be governed by the provisions of the Miami - Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.

**4.14.11** The Contractor shall not use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site of the construction, without the prior express written approval of the Miami-Dade Aviation Department. Any such authorized use of explosives shall be

governed by the provisions of Chapter 13, Code of Miami-Dade County, and other governing agencies in their use or storage. Subject to conditions outlined below, the Owner will permit the use of powder actuated fasteners and tools in connection with airport construction:

A. Permission to use powder actuated fasteners and tools will in no way relieve the Contractor or its Subcontractors from responsibilities under its Contract relating to liability for damages arising out of the use of such equipment.

B. Architect/Engineer approval must be given specifically, and in writing, for the use of such fasteners for each and every application for which the Contractor desires to use this type of fastener. The Contractor shall submit to the Architect/ Engineer for approval all structural and operational data pertinent to each and every application, such data to include, but not be limited to the following:

   (1) Make and model number of the powder actuated tool(s).

   (2) Manufacturer's brochure completely describing the proposed fastening system.

   (3) Sufficient drawings, cross-sections, and/or descriptive specification data to fully define the location(s) where powder actuated fasteners are intended for use. This information shall include the type and thickness of material into which the fasteners are to be driven, and the penetration of the proposed fasteners.

   (4) The name, address and social security number of each operator of the powder actuated tool(s) who has been certified by the manufacturer as a qualified operator of the equipment. The Contractor's submittal shall include an affidavit stating that only the certified operator(s) named shall be permitted to use the powder-actuated tool(s).

C. Only powder actuated tools of a safe, low-velocity, piston type which comply with all the requirements of OSHA regulations shall be allowed.

D. An operator of powder-actuated tools shall have on his/her person at all times the manufacturer's card certifying that he is a qualified operator. The Architect/Engineer shall immediately suspend any work being conducted by operators not having such certification on his/her person.

E. The Architect/Engineer the County or the Owner may suspend any work in progress using powder actuated fasteners and tools, if such powder actuated work is deemed to be unsafe, or is considered to be detrimental to the operation of the airport. Failure of the Architect/Engineer, or the Owner to suspend any such work shall not impose any liability on the Architect/Engineer, or the Owner.

F. Powder actuated fasteners are specifically prohibited from use in pre-stressed concrete structural members. The Architect/Engineer may approve same after reviewing submittal data and after being satisfied as to procedures to be used to locate pre-stressed tendons.

G. Powder actuated fasteners will be disallowed when, in the opinion of the Architect/Engineer, or the Owner, the noise from the powder-actuated tool would create disruption of airport operations.

H. This specification is intended to encourage the use of economical, efficient, structurally sound fastening systems, and to use them in a manner that is safe for the operators, other workmen, the public, and the structure.

**4.14.12 Environmental Considerations:**

A. Air pollution: The Contractor shall use emissions control devices on gasoline or diesel powered construction equipment and minimize idling and unnecessary operation of equipment to prevent and control air pollution in accordance with criteria issued by Federal, State and local agencies having relevant jurisdiction.

B. Dust Control: The Contractor shall employ appropriate measures to control the generation and accumulation of dust at the site. Sprinkling with water or other suitable means shall be used to prevent the dispersal of substantial amounts of dust produced by demolition and other work generating dust. Collection and removal measures shall be employed to prevent accumulation of dust deposits.

C. Asbestos: When asbestos materials are encountered or are suspected to be present in the area of the work, the Contractor shall immediately shut down all work in the area and notify the Architect/ Engineer of the asbestos discovery. The Contractor may be required to prepare and execute a program for asbestos disposal, abatement or encapsulation with the guidance and approval of the County's asbestos consultant. The program shall meet all applicable Federal, State and County regulations relating to asbestos removal, encapsulation, protection of workers and public and any other relevant procedures. Unless otherwise provided in the Contract Documents, all such work will be authorized by an appropriate Work Order or Change Order.

D. Flammable Materials: The Contractor shall store petroleum products, paint and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State and local agencies having relevant jurisdiction.

E. Noise Controls: The Contractor shall minimize noise caused by work operations. The Contractor shall provide machinery and equipment fitted with efficient noise-suppression devices for protection of employees and public and he shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Contractor shall employ sound barriers as directed by the Architect/Engineer.

F. Fumes: The Contractor shall not conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or public.

G. Hydrocarbons: The Contractor is hereby forewarned of a potential hazard peculiar to the working conditions on airport property consisting of the presence of hydrocarbon gas and its fumes in, on, or about the ground water table when exposed by open trench or pit excavation. Should the Contractor encounter the presence of hydrocarbon liquid or gas in an open excavation, it shall immediately cease all work in and about the excavation, notify the Architect/ Engineer of the presence of the hydrocarbon and await further instructions before proceeding with its operations in the affected area. The Contractor shall not perform any open-flame operations (such as torch-cutting, or electric welding, etc.) in or

about any such open excavation without first having received approval of the Airport Fire Division, which shall have the authority to require the Contractor to provide, on a standby basis, such fire extinguishing apparatus and personnel as it deems appropriate. The Airport Fire Division shall have the authority to direct the Contractor to cease such operations and take whatever remedial actions are deemed appropriate and necessary, when, in its representative's opinion, continuing the work would jeopardize airport property, facilities, equipment or personnel.

H. Clean Air and Water Pollution Control Requirements for all Construction Contracts and Subcontracts exceeding $100,000.00:

The Contractor and all its Subcontractors agree:

(1) That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) list of violating facilities;

(2) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereof.

(3) That, as a condition for the award of this Contract, the Contractor or Subcontractor will notify the Owner of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities;

(4) To include or cause to be included in any construction Contract or Subcontract which exceeds $100,000 the aforementioned criteria and requirements.

**4.14.13** Unless otherwise provided for in Division 1 or in the Technical Specifications, no additional payment will be made to the Contractor for signs, barricades, lights, flags, watch persons, flaggers, fire extinguishing apparatus and personnel, and other protective devices.

**4.14.14** Florida Trench Act: The Contractor and all its Subcontractors performing trench excavation on this Contract shall comply with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the Occupational Safety and Health Administrations' (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Contractor shall consider all available geotechnical information in its design of the trench excavation safety system. Inspections required by OSHA trench excavation safety standards shall be provided by the Contractor.

**4.14.15** The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed. The Contractor shall replace in kind the vegetation, shrubs and grass damaged at its own expense.

## 4.15 AS-BUILT INFORMATION

**4.15.01** A complete set of Contract Documents will be supplied to the Contractor for recording As-Built information. These Contract Documents shall be kept on the job site at all times and all changes marked in red as the work progresses. The Field Representative will coordinate the review of As-Built Drawings/Specifications at least weekly by the responsible architectural or engineering discipline(s). An As-Built Drawings/Specifications Review Log will be signed by each architectural or engineering discipline representative attesting to its review of the As-Built Drawings/Specifications. A copy of the log will be attached to the minutes of the Weekly Construction Meeting. The Field Representative shall report on the status of As-Built Drawings/Specifications at the Weekly Construction Meeting. Upon completion of the work and prior to approval of the Application for Final Payment, the complete set of As-Built Drawings/Specifications will be delivered to the Field Representative.

**4.15.02** Unless the Architect/Engineer certifies that the status of the As-Built Drawings/Specifications is current as of the date of the Contractor's Monthly Requisition for Payment, an amount equal to the Architect/Engineer's estimated cost to the Owner to make them current will be deducted from the Monthly Requisition for Payment. Certification by the Architect/Engineer of the current status does not certify that the information contained in the As-Built Drawings/Specifications is accurate.

**4.15.03** The Contractor shall provide complete and accurate As-Built information to the same degree of detail as the Contract Documents. Dimensioned features shall be re-dimensioned as necessary in As-Built submittals and unaltered design dimensions clearly verified. Work requiring survey layout will be recorded by submission of a Florida Registered Land Surveyor's certified survey.

**4.15.04** Incomplete or incorrect As-Built information shall constitute "faulty workmanship" subject to the remedies set forth in the Contract Documents including those provided under the Performance Bond.

**4.15.05** The Contractor shall submit, as a part of its monthly pay request, its certification that As-Built drawings/Specifications have been brought up to date as specified in this Article, that supplemental data, surveys, etc. have been recorded and that records are transmitted to the Architect/Engineer or available for review. The maintenance and updating of As-Built records shall constitute an essential step in the completion of the various items of work under the Contract which shall be reflected in the payment to be made for such items of work.

## 4.16 QUALITY OF WORK AND MATERIALS

**4.16.01** The Contractor warrants to the Owner, and the Architect/Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## 4.17 SIGNS

**4.17.01** Contractor sign or other advertising matter shall be permitted on the airport.

**4.17.02** The Contractor will provide a construction sign as called for in the Contract Documents.

## 4.18 EMPLOYEE FOOD SERVICE

**4.18.01** The Contractor and its Subcontractors shall not bring on to the airport any food or beverage catering trucks, vending machines, or other serving facilities.

## 4.19 PAYMENT OF WAGE RATES AND BENEFITS

**4.19.01** The Contractor and each Subcontractor under him shall pay or cause to be paid, to all employees under them, the wages and benefits as reflected in the Wage and Benefits Schedules incorporated into the PO's. The Contractor and each Subcontractor under him shall comply with all of the requirements of the Miami-Dade County Wage Rates and Benefits Requirements.

# ARTICLE 5
# SUBCONTRACTOR

## 5.1 ASSIGNMENT OF CONTRACT - SUBCONTRACTING PORTIONS OF THE WORK

**5.1.01** The Contractor shall not assign this Contract, nor any part thereof.

**5.1.02** The Contractor will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.

**5.1.03** Nothing contained herein shall create any contractual relationship between the Owner and any level of Subcontractor, of materialman or of supplier.

**5.1.04** All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the Owner, the Architect/Engineer and the Field Representative under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

B. Require that such Work be performed in accordance with the requirements of the Contract Documents;

C. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment;

D. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the

Contractor (via any Subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner; and

E. Require specific consent to the provisions of the Contract Document.

## ARTICLE 6
## MISCELLANEOUS PROVISIONS

### 6.1 METHODS OF SAMPLING AND TESTING

**6.1.01** Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the Project Testing Laboratory. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.

**6.1.02** The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly

Should the Field Representative conduct plant inspections, the following shall exist:

A. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

B. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.

C. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

**6.1.03** It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Plans, or Specifications.

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

## 6.2 INTERFERENCE WITH EXISTING UTILITIES, CONTROLS, FAA NAVAIDS, AND NOAA (WEATHER BUREAU) FACILITIES

**6.2.01** Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other underground utilities and structures.

**6.2.02** Before commencing work in any given area, the Contractor shall carefully review the Plans, survey and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures, etc., are shown on the Plans, but no guarantee is implied that the information is accurate. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such utilities or structures. The Contractor shall, in conjunction with the Field Representative, make a thorough search of the particular location for underground utilities, structures, etc., whether or not shown on the drawings, before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground utilities, etc. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.

**6.2.03** In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

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

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

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

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

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

## 6.3 EXISTING UTILITIES AND STRUCTURES

**6.3.01** The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Field Representative If a suitable bypass of such utility cannot be provided, then the Field Representative may direct the Contractor to proceed with the work on a twenty-four (24) hour per day basis until such interrupted utility services are completely restored. Requests for disconnection shall be submitted on a fully completed copy of the MDAD "Shut Down Form" delivered to the Owner, through the Field Representative for processing and approval at least five (5) working days prior to the time of the requested interruption, and shall state:

A. The identity of the utility involved.
B. Justification of the requested disconnect.
C. The location of the requested disconnect.
D. The exact date and time at which the disconnect is requested.
E. The duration of the proposed disconnect.

**6.3.02** The Contractor shall take all necessary precautions when using steel treaded equipment or vehicles to protect the pavement surface from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by Contractor's or Subcontractor's equipment or vehicles shall be repaired by the Contractor in a manner acceptable to the Field Representative, at no additional cost to the Owner.

**6.3.03** The Contractor shall provide protective shoring and sheet piling, as required, at all existing structures, etc., where they may be affected by installation of new work.

**6.3.04** During the construction of new structures, and other foundation work, conflicts may occur with existing underground utilities or structures. The Contractor shall call these conflicts to the attention of the Field Representative, in writing, immediately. The Field Representative will issue instructions regarding a solution to the conflict. The Contractor shall be responsible for all methods, means, materials, and processes necessary to protect all existing facilities, property, structures, equipment or finishes damaged in any manner through its negligence during execution of the work.

**6.3.05** In the event of damage to existing facilities or structures, proposed to remain, relocated or otherwise reused by the Owner as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services at its sole expense. Further, the Contractor shall, when directed by the Field Representative, engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until facilities or structures are restored. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

## 6.4 AIRFIELD OPERATIONS AREA (AOA) SECURITY

**6.4.01** Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

**6.4.02** In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without direct supervision of a photo identification badge employee, nor may a photo identification badge employee supervise more than five employees. Photo identification badge employee must maintain escorted employees within line of sight at all times while in security areas; and be able to respond to any challenges.

**6.4.03** The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees the Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel

transferred from Airport assignment or terminated from the employ of the Contractor or upon final acceptance of the Work or termination of this Contract. Contractor will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

**6.4.04** All employees of the Contractor, Subcontractors, or trade contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.

**6.4.05** Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any project. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

**6.4.06** Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOA/SIDA.

**6.4.07** Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully

complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules or loss of Florida driver's license, or other good causes.

**6.4.08** The Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

**6.4.09** The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

**6.4.10** The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

**6.4.11** Prior to Substantial Completion of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

**6.4.12** Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.

**6.4.13** The Contractor shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

**6.4.14** Contractor agrees that it will include in all contracts and subcontracts with its MIA Subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's Subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

**6.4.15** In addition to the foregoing, the Contractor shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.

**6.4.16** The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Contractor shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Contractor to remove any employee it deems unacceptable.

## 6.5 MAINTENANCE OF AIRPORT OPERATIONS

**6.5.01** The Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents.

**6.5.02** The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment and associated facilities, and to the Contractor's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day to day operation of the Airport and the general public. To this end the Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify Contractor personnel, equipment, vehicles, storage areas and any Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during construction, the Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2.

**6.5.03** The Contractor shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA.

**6.5.04** When the Work requires the Contractor to work within the AOA, the Contractor shall coordinate its work with MDAD (through the Field Representative) at least 48 hours prior to the commencement of such work. The Contractor shall not close an AOA until so authorized by the Field Representative and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

**6.5.05** When the Work requires the Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications with the Field Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided.

**6.5.06** When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

**6.5.07** When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

**6.5.08** The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and its parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, current edition.

**6.5.09** The Contractor shall identify each motorized vehicle or piece of construction in reasonable conformance to AC 150/5370-2, current edition.

**6.5.10** The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Field Representative, all as specified in Division 1 of the Project Manual.

**6.5.11** Open-flame type lights are not permitted.

**6.5.12** If the Contractor fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others in this regard shall be borne by the Contractor.

**6.5.13** The Contractor's responsibility for Maintenance of Traffic shall begin on the day the Contractor starts work on the Project, or on the effective date of the Notice to Proceed, whichever comes first.

## 6.6 TEMPORARY UTILITIES, DRAINAGE, ETC.

**6.6.01** Any temporary utilities, drainage, etc., which may be required to maintain operations of the Owner's or County's facilities, other affected facilities, or the Work in progress during the construction period, shall be furnished, installed and maintained by the Contractor. No such utilities, drainage, etc., shall be installed or operated without the prior approval of the Field Representative. At the completion of the Work, all temporary utilities, drainage, etc., shall be removed.

**6.6.02** All fees, charges, and cost for labor and materials, including the furnishing of temporary equipment and the connection(s) thereof, required for the maintenance of temporary utility services in lieu of existing utilities services disrupted by the work shall be furnished by the Contractor at his expense, except where otherwise specified. When such temporary services are no longer required, the Contractor shall remove all temporary equipment and connections and leave the facilities and existing permanent apparatus in as good condition as existed prior to making such temporary connections.

**6.6.03** The Contractor shall furnish temporary heat or air-conditioning wherever required to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may cause smoke damage to finished work will not be permitted. Minimum and maximum temperature requirements specified for various materials shall be strictly observed by the Contractor.

**6.6.04** Unless otherwise specified in the Contract Documents, the Contractor shall provide all utility services (e.g. telephone, power, lighting, water, sewer), necessary for the performance of its work, in accordance with the requirements of Division 1 of the Project Manual.

## 6.7 PERMITS, LAWS, TAXES, ROYALTIES AND REGULATIONS

**6.7.01** The Contractor shall apply for and procure all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work, except that the Contractor will be reimbursed by the Owner for the actual costs of permit fees including the Planning, Development, and Regulation Permit Fees, DERM, WASA, EPA, DEP, SFWMD and USACE Permit Fees, License Fees, Impact Fees, and Inspection Fees paid to any governmental entity in connection with the construction of the project; reimbursement will be made from funds available under the General Allowance Account or, at the Owner's option, the reimbursement will be made directly from other Owner's funds.

**6.7.02** The Owner will not pay or reimburse the Contractor for any penalty(ies) relating to permits or fees as a result of the Contractor's failure to timely obtain all permits, inspections, approvals,

etc.

**6.7.03** The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.

**6.7.04** Dewatering of excavation shall be performed in accordance with the applicable provisions of DERM, Florida DEP, and SFWMD Dewatering Permits and the requirements of Division 1 of the Project Manual.

**6.7.05** All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharges from construction sites.

**6.7.06** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the County, the Field Representative, and the Consulting Engineers from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

**6.7.07** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Field Representative. The Field Representative will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Field Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such extra work shall be covered by an appropriate Work Order or Change Order. If appropriate, the delay shall be considered a Compensable Excusable Delay.

**6.7.08** Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate of Completion as required by the Florida Building Code.

**6.7.09** The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Sections 2-8.4.1 and 10-38. A breach of the clauses contained in the Contract adversely affecting the performance of the Contractor on this project may be grounds for the initiation of debarment proceedings.

**6.7.10** The Contractor shall protect the manatees whenever work is being performed within waterways. Manatees are on the endangered list and are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973 and the Florida Manatee Sanctuary Act of 1978 and that any harming, harassing or killing manatees will subject the Contractor and his personnel to civil and criminal penalties established under the above listed acts. The following are some of the provisions to be undertaken by the Contractor during the work in waterways:

A. Turbidity curtains shall be made of material in which manatees cannot become entangled. Said curtains shall be properly secured, and shall be regularly monitored to avoid manatee entrapment. Curtains shall not block manatee entry to or exit from essential habitat.

B. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water adjacent to the property where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

C. All in-water construction activities shall cease upon the sighting of a manatee(s) within one hundred (100) yards of the Project area. Construction activities will not resume until the manatee(s) has departed the Project area.

D. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-800-DIAL FMP) and to the U.S. Fish and Wildlife Service, Vero Beach Office (561-562-3909), and to DERM (305-375-3324).

E. The Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the Contract period.

F. Following Project completion, a report summarizing the above incidents and sightings shall be submitted to the Florida Department of Natural Resources (FDNR), Marine Research Institute Office of Protected Species Research, 100 Eighth Avenue, Southeast, St. Petersburg, Florida 33701-5095, to the U.S. Fish and Wildlife Service, 3100 University Blvd., Jacksonville, Florida 32216, and to DERM within sixty (60) days of Project completion.

G. Prior to commencement of construction within a waterway, each vessel involved in the construction shall display in a prominent location, visible to the operator an 8 1/2" x 11" temporary placard reading, "MANATEE HABITAT/IDLE SPEED IN CONSTRUCTION AREA". In the absence of a vessel the placard will be located prominently adjacent to the issued construction permit. A second temporary 8 1/2" x 11" placard reading, "WARNING MANATEE AREA", shall be posted in a location prominently visible to water related construction crews. Temporary notices shall be removed upon completion of construction work.

**6.7.11** The Owner may, at its option, issue the Contractor Authorization to Pull a Planning, Development, and Regulation Permit prior to the Notice to Proceed. Authorization to Pull a Planning, Development, and Regulation Permit is not a Notice to Proceed.

## 6.8 AUDIT RIGHTS AND REVIEW OF RECORDS

**6.8.01** The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, project correspondence and project-related files and all relevant records pertinent to the Contract

**6.8.02** The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The Owner shall be provided full access upon request to all documents, including those in possession of Subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.

**6.8.03** The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, Subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

**6.8.04** Office of the Inspector General.

A. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition.

B. The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

C. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review

operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to the (Contractor / Vendor / Consultant), its officers, agents, employees, subcontractors and suppliers The (Contractor / Vendor / Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor / Vendor / Consultant) in connection with the performance of this contract.

G. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

H. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the

inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

I. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

## 6.9 GOVERNING LAWS

**6.9.01** The Contractor shall, during the term of this Contract, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, Miami- Dade County, and MDAD. In addition the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Consultant has access are handled, copied, and distributed, particularly documents that contain sensitive security information that are controlled under the provisions of 49 CFR PART 1520 et al.

## 6.10 SUCCESSORS AND ASSIGNS

**6.10.01** The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice of the Owner.

## 6.11 WRITTEN NOTICE

**6.11.01** Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.

**6.11.02** Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the Aviation Department, Miami International Airport, Facilities, P.O. Box 025504, Miami, Florida, 33102-5504, in care of the Assistant Director, Facilities Division.

## 6.12 NON-DISCRIMINATION - EQUAL EMPLOYMENT OPPORTUNITY

**6.12.01** The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to ensure that Applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post notices setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

**6.12.02** The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

**6.12.03** The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**6.12.04** The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor..

**6.12.05** The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records and accounts by the County, the Federal Aviation Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**6.12.06** In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, as amended or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

**6.12.07** The Contractor shall include the provision of Paragraphs 6.12.01 through 6.12.08 in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the United States may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the United States, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**6.12.08** Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 as amended by Executive Order 11375):

A. As used in this Article:

(1) "Covered Area": means the geographical area described in the solicitation from which this Contract resulted;

(2) "Director": means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer Identification Number": means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) For the purposes of this Part, "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provision of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 6.12.08.G.1 through 6.12.08.G.16 of this Article. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in Notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal Procurement Contracting. The

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented with the file with the reason therefore along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor any minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading progress and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department

of Labor. The Contractor shall provide notice of these programs to the sources compiled under 6.12.08.G. (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel, such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

(11) Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [6.12.08.G. (1) through 6.12.08.G(16)]. The efforts of a Contractor association, joint contractor contract-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 6.12.08.G(1) through 6.12.08G(16) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

K. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 as amended.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 6.12.08.G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee's identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained, in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## 6.13 NON-DISCRIMINATION - EMPLOYMENT

**6.13.01** The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry or disability.

**6.13.02** The Contractor shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

**6.13.03** The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, national origin, ancestry or disability.

**6.13.04** The Contractor shall include the provision of the above articles in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each Subcontractor or Vendor.

# ARTICLE 7
# CHANGES

## 7.1 CHANGES IN THE WORK

**7.1.01** The Owner reserves the right to delete work from this Contract, to add work to this Contract, and to change work to be accomplished under this Contract without invalidating the Contract.

**7.1.02** In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.

**7.1.03** Changes in the work may be initiated by the issuance of a Bulletin by the Architect/Engineer. The Contractor shall submit a price quote to the Architect/Engineer and the

Owner for their review, within twenty-one (21) calendar days of receipt of a Bulletin. The Contractor shall maintain this price, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

**7.1.04** Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs, remobilization and demobilization associated with the change, means and methods of execution, engineering and any associated work necessary. To be compensable, units must be measured daily by the Contractor and approved in writing by the Architect/Engineer.

## 7.2 ALLOWANCE ACCOUNTS

**7.2.01** Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "General Allowance Account(s)".

A. The General Allowance Account shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the PO to conform to actual quantities installed.

B. Other allowance account(s) may be used as specified in the Contract Documents.

These values, if any, are to be included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the Architect/-Engineer.

**7.2.02** At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Contract as awarded.

**7.2.03** The Work Order for the required work will be issued by the Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a Cost Plus Basis.

**7.2.04** The Contractor shall solicit not less than three (3) competitive bids from appropriate Subcontractors and materials suppliers when so directed by the Architect/Engineer, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Architect/Engineer. The Contractor shall submit the solicited bids to

the Architect/Engineer for approval or rejection. If the bids are rejected by the Architect/Engineer, the Contractor shall solicit additional bids for submittal.

**7.2.05** No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.

**7.2.06** At Final Acceptance, the Contract Price shall be decreased to reflect unexpended amounts under the Allowance Accounts.

## 7.3 DELETION OR ADDITION OF WORK

**7.3.01** All final measurement for unit price work shall be performed by the Architect/Engineer who shall afford the Contractor an opportunity to witness or to participate in the measurements and to review all calculations relating to final measurement.

**7.3.02** In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered and the Contract Total Amount and Time will be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate.

A. **Deleted Work - Lump Sum Item(s)**

The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer to substantiate the amount of the credit to be given the Owner.

B. **Deleted Work - Major Unit Price Item(s)**

(1) If 100% of the work under any major unit price item is deleted, then the Contractor will not receive any payment for the value of the deleted work.

(2) If a quantity not greater than twenty-five percent (25%) of the work under a major unit price item is deleted, the Contractor shall be paid only for the quantity of such items completed times the Contract Unit Price.

(3) If less than one hundred percent (100%), but more than twenty-five percent (25%) of the work under any major unit price item is deleted, then the Contractor and the Owner may negotiate a new equitable unit price for such item and the Contractor shall be paid for the actual quantity of such item of work performed at such negotiated unit price. If the Owner and the Contractor can not reach agreement for an equitable Unit Price, for any item, then the entire work shall be performed as Work not covered by Unit Prices.

C. **Deleted Work - Minor Unit Price Item(s)**

If work under any minor unit price item is deleted, then the Contractor shall be paid only for the quantity of the work completed times the original Contract Unit Price. The Contractor shall not be entitled to any additional compensation if actual quantities of work

performed are less than the estimated quantities shown on the Schedule of Prices Bid in the PO.

**7.3.03** The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of the Unit Price times the original bid quantity of Work shown on the Schedule of Prices Bid in the PO.

**7.3.04** No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.

**7.3.05** In the event the Owner exercises its right to add to any portion of the work contemplated herein, such addition will be ordered and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with Article 8 of these General Conditions.

**A. Additional Major Unit Price Work**

(1) If any additional unit price work is ordered which does not change the original Contract quantity of any major unit price item(s) by more than twenty-five percent (25%), the Contractor shall perform the work as ordered and shall be paid for the actual quantity of such item of work performed at the appropriate original Contract Unit Price.

(2) If additional unit price work is ordered which changes the original Contract quantity of any major unit price item by more than twenty-five percent (25%) then the Owner and the Contractor shall negotiate a new equitable unit price for such item, and the Contractor shall be paid for the actual quantity of such item of work performed at such negotiated unit price.

(3) If the Owner and the Contractor cannot reach agreement on an equitable Unit Price for any such item, then the entire work to be performed under such item shall be paid as Extra Work not Covered by Contract Prices as specified in 7.4.

**B. Additional Minor Unit Price Work**

If additional unit price work is ordered under any minor unit price item(s), then the Contractor shall perform the work as directed and shall be paid for the actual quantity of such item(s) of work performed at the appropriate original Contract Unit Price(s).

**7.3.06** For AIP Contracts, all Change Orders and Work Orders shall be subject to approval by the FAA and shall include valid wage determination of the U.S. Secretary of Labor when the Change Order exceeds $2,000.00. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded Contract or any Major Unit Price Item by more than twenty-five percent (25%), the Change Order and Work Orders shall be subject to the same U.S. Secretary of Labor Wage determinations as was in the originally awarded Contract.

## 7.4 EXTRA WORK

**7.4.01** All additional work ordered, work changed or deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

A. The Change Order shall include:

(1) Scope of work to be added, deleted or modified;

(2) Cost of work to be added, deleted or modified;

(3) The Contract time extension required to perform the work to be added, deleted or modified;

(4) Full release of claims associated with the Contract thru the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. The Work Order shall include:

(1) Scope of work to be added, deleted or modified;

(2) Cost of work to be added, deleted or modified;

(3) The Contract time extension required to perform the work to be added, deleted or modified;

(4) Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

**7.4.02** If Work is ordered, changed, or deleted which is not covered by Unit Prices, then the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct and Indirect Costs for the performance of such work. Direct Costs, as described in Article 1, are limited to site labor costs, permanent materials costs and Special Equipment Costs. Indirect Costs for Work ordered, changed or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.

A. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special Equipment or Machinery, which is made idle or inefficient by the Work ordered, changed or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.

B. Costs of Special Equipment or Machinery, not already mobilized on the airport, approved by the Architect/Engineer, shall be calculated using the current issue of the AED Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:

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

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

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

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

D. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by forty (40), or the monthly rate divided by one hundred and seventy-six (176) as appropriate.

E. Costs for Special Equipment and Machinery already mobilized on the airport, shall not exceed the monthly rate stated in the AED Manual, divided by one hundred and seventy-six (176), per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.

F. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of forty five (45) days shall be one and one-half (1.5) months times the monthly rate, **not** one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.

**7.4.03** If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price as prescribed above or cannot reach agreement on an equitable adjustment to the Contract Price for work not covered by Unit Price Items, or cannot reach an agreement on an equitable Unit Price for Additional Major Unit Price work as specified above, then the Extra Work will be performed on a force account basis as directed by the Architect/Engineer and paid for as specified below.

**7.4.04** The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Contract Amount or for work performed on either a negotiated lump sum basis or a force account basis (time and materials work):

A. **Extra Work Performed by Contractor's Own Forces**

The Contractor shall be paid fifteen percent (15%) times the actual Direct Cost as direct compensation for Overhead, profit and all other costs associated with the Work.

B. **Extra Work Performed by a Subcontractor or any Subtier Subcontractor**

The Contractor shall be paid twenty-five percent (25%) times the Subcontractor's or subtier Subcontractor's actual Direct Cost as direct compensation for the Contractor and Subcontractors' Overhead, profit and all other costs associated with the Work at all tiers.

C. **Extra Work Involving Compensable Time Extensions**

If a compensable time extension is approved, the Contractor will be paid the daily rate stipulated in the PO.

**7.4.05** In the event Extra Work is performed on a force account basis, then the Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.

**A. Comparison of Record.** The Contractor, including its Subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the Subcontractor performing the work, and the Architect/Engineer or their

duly authorized representatives.

**B. Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

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

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

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

**C. Authorization of Special Equipment and Machinery**

No compensation for Special Equipment or Machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any Special Equipment or Machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the Special Equipment or Machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of Special Equipment or Machinery is being proposed by the Contractor, prior to the authorization of such Special Equipment or Machinery, the Architect/Engineer and thereto Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or machinery is required to be used on the force account work(s).

Special Equipment or Machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this Section of the Contract.

**D. Inefficiency in the Prosecution of the Work**

If in the Owner's opinion, the Contractor or any of its Subcontractors, in performing force account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes force account Work unnecessarily more expensive to the Owner, the Owner may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the Work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of journeymen than in non-force account Work, (4) the failure to procure materials at lowest price, or (5) using materials of quality higher than necessary.

**7.4.06** Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner. Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner.

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

## 7.5 NON-EXCUSABLE AND EXCUSABLE DELAYS

**7.5.01** A Non-Excusable Delay is any delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of the Contractor or any Subcontractor, materialman, supplier or vendor to the Contractor. Delays in obtaining permits caused by the Contractor's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the Contractor to liquidated damages.

**7.5.02** An Excusable Delay is any delay which extends the completion of the Work and which is caused by circumstances beyond the control of the Contractor or its Subcontractors, materialmen, suppliers or vendors. The Contractor may be entitled to a Contract Time extension for each day the Work is delayed beyond the Contract Time due to an Excusable Delay.

**7.5.03** The Contractor shall document its claim for any time extension in accordance with the requirements of Article 8 "CLAIMS FOR ADDITIONAL COMPENSATION" of these General Conditions. Failure of the Contractor to comply with all requirements as to any particular event of Project delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of Project delay.

**7.5.04** An Excusable Delay may be Compensable or Non-Compensable. The Contractor shall be entitled to Liquidated Indirect Costs for Compensable Excusable Delay, in accordance with the Contract Documents.

**7.5.05** An Excusable Delay is Compensable when;

A. The delay causes the Work to extend beyond the Contract Time, and

B. The delay is caused by circumstances beyond the control of the Contractor or its Subcontractors, materialmen, suppliers or vendors, and

C. The delay is caused by an act or omission of the Owner, or of the Architect/Engineer, provided however, delays caused by permitting agencies, whether or not part of Miami-Dade County, are non-compensable excusable delays to the extent that such delays were not caused by the Contractor; permitting delays caused by the Contractor are non-excusable delays.

**7.5.06** An Excusable Delay is Non-Compensable when:

A. It is caused by circumstances beyond the control of the Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the Owner, and the Architect/Engineer, such as delay(s) caused by the

permitting agencies, whether or not part of Miami-Dade County, to the extent that such delays were not caused by the Contractor, or

B. It is caused jointly or concurrently by the Contractor or its subcontractors, materialmen, suppliers or vendors and by the Owner, or the Architect/Engineer, then the Contractor shall be entitled only to a time extension and no further compensation for the delay, or

C. The delay does not cause the Work to extend beyond the Contract Time.

**7.5.07** Weather may be grounds for Non-Compensable Excusable Delay if the inclement weather is unusually frequent or unusually severe, occurs when no inside Work is being performed, and delays the completion of the Work. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Field Representative. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina and published by the National Oceanic and Atmospheric Administration (This data is taken from the table of normals, means, and extremes in the 1992 Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day shall be considered to be a rain day if, the rain actually prevented the Contractor from Work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.

**7.5.08** In no event shall the Contractor be compensated for interim delays which do not extend the Contract Time.

**7.5.09** In no event shall Contractor be compensated for delays except for delays exceeding the Contract Time stipulated in the POs.

## 7.6 LIQUIDATED DAMAGES AND LIQUIDATED INDIRECT COSTS

**7.6.01** The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and Completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day the Contract Time is exceeded due to a Non-Excusable Delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of liquidated damages assessed shall be an amount, as stipulated in the PO, per day for each calendar day which the Project is delayed due to a Non-Excusable Delay.

**7.6.02** The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor shall be assessed on a daily basis for each Day the Contract Time is delayed due to Compensable Delay. These Liquidated Indirect Costs shall be paid to compensate the Contractor for all indirect expenses caused by the Compensable Excusable Delay and shall include, but not be limited to, all profit, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor or its Subcontractors, materialmen, suppliers and vendors. The amount of liquidated

Indirect Costs recoverable shall be an amount, as stipulated in the PO, per day for each day the Contract is delayed due to Compensable Excusable Delay.

**7.6.03** In the event the Contractor fails to perform any other covenant or condition of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor.

**7.6.04** Nothing in this Article shall be construed as limiting the right of the Owner to terminate the Contract, to require the Surety to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

## 7.7 TEMPORARY SUSPENSION OF WORK

**7.7.01** The Architect/Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as may be deemed necessary, because of unsuitable weather, for failure of surety, or other conditions unfavorable for the prosecution of the work, or for failure on the part of the Contractor to carry out the instructions of the Architect/Engineer as provided for in the Contract Documents.

**7.7.02** If it should become necessary to suspend the work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall construct temporary structures where necessary to provide for traffic on, to, or from the airport.

**7.7.03** The Contractor shall not suspend the work without written order from the Architect/Engineer.

**7.7.04** In the event that the Contractor is ordered by the Architect/Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract Documents and over which the Contractor, its Subcontractors, suppliers or materialmen have no control, the period of such shutdown, if it causes delay in the completion time, may be considered Compensable Excusable delay as provided elsewhere in the Contract Documents. The period of shutdown shall be computed from the effective date of the Architect/Engineer's order to suspend work to the effective date of the Architect/Engineer's order to resume the work. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract Documents.

**7.7.05** Nothing in this Contract shall be construed as entitling the Contractor to compensation for delays due to failure of Surety, suspensions ordered as a result of the Contractor's nonconformance with the Contract Documents, as a result of the Contractor's failure to carry out the instructions of the Architect/Engineer or for any other delays not specifically deemed to be Compensable Excusable Delay, as provided for elsewhere in the Contract Documents.

## ARTICLE 8
## CLAIMS FOR ADDITIONAL COMPENSATION

### 8.1 CLAIMS AND DAMAGES

**8.1.01** Should the Contractor suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a claim shall be made in writing to the Owner within ten (10) days after the first observance of such injury or damage.

**8.1.02** Each claim\must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by a certified final bid tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

A. The claim is made in good faith;

B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

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

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

**8.1.03** No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

**8.1.04** Each and every claim shall be made in writing and delivered to the Field Representative as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

**8.1.05** Each and every claim shall state:

A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.

B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, Contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.

C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within thirty (30) days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as Changes in the Work. Indirect Costs shall be as stipulated in the PO.

E. Any claim for additional monies that also involve a request for a Contract time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Contract completion date for each monthly update period that the change or delay affects.

**8.1.06** The currently approved overall project schedule(s) shall be the basis for interpreting any and all time-associated provisions of the Contract including proposed time extensions. Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedule, and conclusively proving the validity of the proposed extension.

In order to request additional time or compensation associated with changes or delays, the Contractor shall submit a written request for time extension with its request for Change Order and a time impact analysis (TIA). The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Contractor's current construction schedule. Each TIA shall include how the Contractor proposes to incorporate the changes or delays into its construction schedule. Contractor's failure to submit the TIA in accordance with this paragraph shall constitute a waiver and abandonment by Contractor of any claims for time related issues.

A. The Contractor shall submit the time impact proposal used in the TIA within ten (10) days after a delay commences.

B. Where the Contractor does not submit a TIA for a specific change or delay within the period of time specified herein, then it is expressly understood that the particular change or delay has no time impact on the Contract completion date and no time extension is required or shall be subsequently granted.

C. Payment for delays shall be in accordance with the General Conditions.

Proposed Contract time extensions shall not be approved unless the time extension will cause the Contract completion date to be extended.

**8.1.07** The Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within sixty (60) days it shall be deemed denied. If

the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the change order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said change order, however, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Contract. at such time the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

**8.1.08** No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Contract Documents. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts on the Contractor's Affidavit and Release of Claim for each pay application and on the Contractor's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

**8.1.09** The Contractor shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

**8.1.10** With regard to any and all claims for additional compensation resulting from delays to the Work, it is expressly understood and agreed as follows:

A. The claimed delay shall not result from a cause specified in the Contract Documents as a Non-excusable Delay.

B. Notice of the claim shall have been provided in accordance with and within the time specified in this Article.

C. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.

   (1) Home office expenses or any direct costs incurred allocated from the headquarters of the Contractor.

   (2) Loss of anticipated profits on this or any other project.

   (3) Loss of bonding capacity or capability.

   (4) Losses due to other projects not bid upon.

   (5) Loss of business opportunities.

   (6) Loss of productivity on this or any other project.

   (7) Loss of interest income on funds not paid.

   (8) Costs to prepare, negotiate or prosecute claims.

(9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

D. All claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

E. No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.

## ARTICLE 9
## CONFORMITY WITH CONTRACT DOCUMENTS

### 9.1 CONFORMITY WITH PLANS AND SPECIFICATIONS

**9.1.01** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

**9.1.02** If the Architect/Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the affected work will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its determination that the affected work be accepted and remain in place. In this event, the Architect/Engineer will document its determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract Price for the affected portion of the work. The Architect/Engineer's determination and recommended Contract Price adjustments will be based on the requirements of the Technical Specifications, good professional judgment and such tests or retests of the affected work as are, in its opinion, needed. Changes in the Contract Price will be made in a Change Order or Work Order, as applicable.

If the Architect/Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Architect/Engineer's written orders.

For the purpose of this Article, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the requirements of the Contract Documents. The term "reasonably close conformity" shall not be construed as waiving the Architect/Engineer's or the Owner's right to insist on strict compliance with the requirements of the Contract Documents during the Contractor's prosecution of the work, when, in the Architect/Engineer's or the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this Article, the term "reasonably close conformity" is also intended to provide the Architect/Engineer with the authority to use good professional judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

## 9.2 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

**9.2.01** All work which has been rejected by either the Architect/Engineer or the Field Representative shall be satisfactorily repaired or if it cannot be satisfactorily repaired, it shall be removed and replaced all at no additional cost to the Owner. Materials not conforming to the requirements of the Contract Documents shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at no additional cost to the Owner.

**9.2.02** Work done without control lines and grades having been furnished by either the Architect/Engineer or the Field Representative, work done beyond the scope of the Contract, work done without proper inspections, or any Extra Work done without written authority, will be at the Contractor's risk, and such work shall not be paid for unless written authorization in the form of a Work Order or Change Order is obtained. In the event written authorization is not obtained, such work shall be removed or replaced by the Contractor, at no additional cost to the Owner, upon the directions of the Field Representative.

**9.2.03** Work that is defective or Work that fails to conform with the Contract Documents will be at the Contractor's risk, and no payment shall be made for such work. As specified in the Technical Specifications or at the option of the Owner, an agreed equitable amount may be deducted from the Contract amount in lieu of replacement or repair of work not fully meeting the requirements of the Contract Documents. Acceptance by the Owner of such deduction shall not modify the requirements of any guarantees called for by the Contract Documents. Written authorization for such work must be obtained in the form of a Work Order or Change Order with the appropriate credit to the Owner. In the event written authorization is not obtained, and upon the directions of the–Field Representative, such work shall be removed or replaced by the Contractor at no additional cost to the Owner.

**9.2.04** If either the Architect/Engineer or the Field Representative so requests, the Contractor shall at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examinations, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. If the work thus exposed or examined proves acceptable, the uncovering or removing and the replacing of the covering or making good of parts removed shall be at the Owner's expense; but if the work so exposed or examined proves unacceptable, the uncovering or removing and the replacing of the covering or making good of the defective work shall be at the Contractor's expense.

**9.2.05** No extension of time will be allowed the Contractor in connection with the correction of work that fails to conform with the Contract Documents.

## 9.3 CORRECTION OF WORK

**9.3.01** The Contractor shall promptly correct all Work rejected by either the Architect/Engineer or the Field Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting rejected Work, including the cost of the Architect/Engineer's services, the Field Representative and the Owner's additional services.

**9.3.02** After being notified in writing by the Field Representative, or the Owner, of work that is not in accordance with the requirements of the Contract Documents, or of any defects in the Work,

the Contractor shall promptly commence and prosecute with due diligence all work necessary to fulfill the terms of the Contract, and to complete the Work within a reasonable period of time.

**9.3.03** In the event of an emergency, constituting an immediate hazard to the health or safety of personnel and/or property, the Owner, without prior notice, has the right but not the obligation to undertake at the Contractor's expense, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of the Contract Documents.

**9.3.04** If, within one (1) year after the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such work within ten (10) days after receipt of a written notice from the Owner to do so. In the event the Contractor fails to comply, the Owner may proceed to have such work done at the Contractor's expense and the Contractor and/or its surety will pay the cost thereof upon demand. The Owner shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

**9.3.05** All such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the Contract Documents without cost to the Owner.

**9.3.06** The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

**9.3.07** Upon failure on the part of the Contractor to comply forthwith with any order of the Field Representative made under the provisions of this Article, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

**9.3.08** Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.

## ARTICLE 10
## PAYMENTS

### 10.1 SCOPE OF PAYMENT

**10.1.01 Special Condition** – The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either funded by aviation revenue or financed by aviation revenue bonds.

**10.01.02** The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, to the provisions of the Contract Documents.

**10.01.03** When the "Basis of Payment" Article of a Technical Specification requires that the Contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other Contract item which may appear elsewhere in the Contract, Plans, or Specifications.

**10.01.04** When the accepted quantities of work vary from the quantities in the PO, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract bid price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in subsection titled "Deletion or Addition of Work" will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from its unbalanced allocation of overhead and profit among the Contract items, or from any other cause.

**10.01.05** It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 shall be forty-five (45) days from receipt of a proper invoice; provided, however, that the time at which payment shall be due to Community Small Business Enterprises serving as the prime Contractor shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, 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.

## 10.2 PARTIAL PAYMENTS TO THE CONTRACTOR

**10.2.01** As requested, the successful low Bidder shall prepare and submit to the Field Representative the following items for approval by the Architect/Engineer and the Owner:

A. Preliminary Schedule of Values;
B. Schedule of Estimated Monthly Partial Payments.

**10.2.02** Submit the Construction Progress Schedules within the time frames specified in Division 1.

**10.2.03** No payments will be made until the preliminary Schedule of Values, Schedule of Estimated Monthly Partial Payments and the Construction Progress Schedules required as specified above are received and approved by the Architect/Engineer and the Owner.

**10.2.04** Within the time of approval of the Overall Construction Progress Schedule, as specified in Division 1, the Contractor shall prepare and submit to the Field Representative the finalized Schedule of Values. No further Partial Payments will be made until the Overall Construction Schedule and Schedule of Values are received and approved by Architect and the Owner.

**10.2.05** The Schedule of Values shall be prepared on the form provided by the Owner and shall relate to the activities and monetary values shown in the approved Overall Construction Progress Schedule. It will include a complete breakdown of all project costs by the Specification Sections and Subsections for each of the major items of the work. It shall be revised when requested by the

Field Representative if any of the values of items of work in the Schedule of Values appear to be incorrect or unbalanced. No such revisions shall in any manner affect the Total Contract Amount. Supporting data acceptable to the Field Representative will be required to substantiate the Schedule of Values. The approved Schedule of Values shall be used in the preparation of the Partial Payments and shall be used in determining the equitable value of work to be deleted from a lump sum Contract or a lump sum item.

**10.2.06** The Schedule of Estimated Monthly Partial Payments shall be realistic, and shall conform to the construction schedules. The Schedule of Estimated Monthly Partial Payments may be adjusted, from time to time, to reflect changes, if any, in the Overall Project Schedule.

**10.2.07** The Contractor may request payments, on a monthly basis, as the work progresses. Payments shall be based on prepared Applications for Payment showing the value of work performed each month including work completed and materials delivered and properly stored on the Site.

**10.2.08** The Contractor shall prepare each Application for Payment and submit same to the Field Representative for approval by the Architect/Engineer. All payments to the Contractor shall be payable at the office of the Comptroller of the Miami-Dade Aviation Department, Miami International Airport, Miami, Florida.

**10.2.09** The Contractor shall submit as attachments to each Application for Payment, a currently updated and approved project schedule, three (3) copies of a properly executed Contractor's affidavit, and Subcontractors' affidavit(s) in the forms as bound herein, Certified Payroll forms for all employees on the job at every tier, and proof that As-Built Information is being maintained up to date. Failure to provide this information will cause the Field Representative to reject the invoice until such time as the Contractor properly submits the information. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed at Special Provision 2. No monthly estimate will be approved for payment without certification from the Field Representative that the Contractor's As-Built drawings have been updated and are current as of the date of the monthly Application for Payment. Reserved claims shall be identified in accordance with General Conditions, Article 8.

**10.2.10** Payment for work represented by monthly Applications for Payment will be made approximately thirty (30) days after approval by the Architect/Engineer of the Application for Payment. In case of a dispute in one or more of the amounts in an Application for Payment, only the amounts not being disputed will be paid.

**10.2.11** The quantity of work performed and its value will be determined based on field measurement made by the Field Representative and from the approved Schedule of Values, and any changes in the work as may be authorized by the Owner.

**10.2.12** The value of materials on hand but not incorporated in the work will be determined by the Field Representative, based on actual invoice costs to the Contractor, and such value will be included in the monthly Applications for Payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract, Plans, and Specifications and are delivered to acceptable sites on the airport property or in bonded warehouses that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the approved site.

B. The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

C. The Contractor has furnished the Field Representative with satisfactory evidence that the material and transportation costs have been paid.

D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored and stockpiled.

E. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, Plans, and Specifications and does not waive Owner's claim to reject defective materials when it is delivered to the job site.

F. In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used, or the value for such materials established in the approved Schedule of Values. In any event, partial payments for materials on hand will not exceed sixty-five percent (65%) of the item Unit Bid Price or the agreed amount within the Schedule of Values.

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

H. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.

**10.2.13** Except as provided hereafter, the Owner shall retain ten percent (10%) of the value of such work and materials, including approved Change Orders, until fifty percent (50%) completion has been achieved, at which time retainage shall be reduced to equal five percent (5%) of the value of such work and materials, which will continue at the five percent (5%) level until Substantial Completion is achieved. This reduction in retainage shall occur without any required or specific actions on the part of the Owner or the Contractor. With the next pay application after Substantial Completion the Owner shall release all retainage except for an amount equal to one and one-half (1.5) times the estimated cost to the Owner of completing the punch list items, as provided by the Architect/Engineer. At final acceptance all remaining retainage will be released with the final payment. For the purpose of identifying the point at which the retention amount is changed from ten percent (10%) to five (5%), fifty percent (50%) completion is defined as having occurred when the total of all Contract payments made to the Contractor equal, or exceed, the sum of the current Total Contract Amount (including approved Change Orders), minus the amount in any Inspector General Account, divided by two (2).

A. Early Release of, and Substitution of Securities for, Retainage Amounts - The Contactor agrees (i) that no substitution of securities for retainage amounts will be permitted under the Contract, and (ii) that no early release of retainage amounts shall be permitted under

the Contract except for such early release permitted pursuant to Florida State Statute 218.735.

**10.2.14** The Owner shall pay the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments. The estimates will be approximate only and all partial or monthly estimates and payments shall be subject to correction in the Application for Payment rendered following discovery of an error in any previous Application for Payment.

**10.2.15** In the event the Contractor's monthly Pay Estimates vary substantially from the approved Schedule of Estimated Partial Monthly Payments, the Contractor shall submit a revised Schedule of Estimated Monthly Partial Payments to the Architect/Engineer for approval.

**10.2.16** In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law, the Owner shall withhold payment of any Application(s) for Payment filed and certified by the Architect/Engineer until the Contractor shall give a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.

**10.2.17** If any work or material is discovered, which in the opinion of either the Architect/Engineer or the Field Representative is defective, or should a reasonable doubt arise on the part of the either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first Application for Payment rendered after the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent Applications for Payment until the defects have been remedied or the causes for doubt removed.

**10.2.18** If the Contractor fails to complete the Work, prior to or on the Contract completion date, no further Payments will be made after the date of Contract completion date until the Contractor delivers to the Owner a written consent of the Contractor's Surety covering all payments to be made thereafter, without affecting the validity of the Performance and Payment Bond. In addition, payment may also be withheld proportionately because of:

A. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum,

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

C. Damage to another contractor, or to other third parties, or to property of the Owner,

D. Unsatisfactory prosecution of the Work by the Contractor,

E. Failure of the Contractor or its Subcontractors to pay wage rates, when applicable as required by the Contract,

F. Any outstanding item of dispute.

## 10.3 SUBCONTRACTOR'S AFFIDAVITS FOR PAYMENTS

**10.3.01** Every request by the Contractor for payment of work performed, except the first draw, shall be accompanied by affidavits as required by Section 10-35 of the Code of Miami-Dade County, such affidavits to be in substantially the form as bound herein.

## 10.4 FINAL PAYMENT

**10.4.01** After Final Acceptance of the Work, a request for Final Payment prepared by the Contractor shall be submitted to the Field Representative for approval by the Architect/Engineer and the Owner and subsequent payment to the Contractor.

**10.4.02** Except as may be noted on the Contractor's Affidavit and Release of All Claims, the Contractor hereby agrees to accept Final Payment as full payment for performing and completing the Work, for furnishing all labor, materials, services, equipment and everything necessary for or incidental to, and for all incidental expenses in connection with, for all loss by damage to or destruction of the Work due to any cause whatsoever, for any additional expenses because of delays or unforeseen difficulties encountered, for settlement of claims, agreed upon deductions in lieu of removal and replacement of defective work, and for replacement of defective work and materials. Except as may be noted on the Contractor's Affidavit and Release of All Claims, acceptance of the Final Payment shall constitute an accord and satisfaction between the Owner and the Contractor. In case of unresolved Subcontractor claims against the Contractor, the Owner will withhold all disputed amounts unless the Contractor provides a fully executed Consent of Surety in a form acceptable to the Owner.

# ARTICLE 11
# CONTRACT COMPLETION

## 11.1 DETERMINATION AND EXTENSION OF CONTRACT TIME

**11.1.01** All work under the PO shall be completed within the number of calendar days stipulated in the PO, counting from the effective date of the Notice-to-Proceed and including all Saturdays, Sundays, holidays and non work days. All calendar days elapsing between the effective dates of the Field Representative's orders to suspend and resume all work, due to causes not the fault of the Contractor, its Subcontractors or Suppliers, as specified in these General Conditions, shall be considered as Excusable Delays; request(s) for time extension shall be in accordance with the requirements of these General Conditions.

**11.1.02** If the Contractor finds it impossible for reasons beyond its control to complete the Work within the specified Contract Time, or as extended in accordance with the provisions of these General Conditions, it may, at any time prior to the expiration of the Contract Time as extended, make a written request to the Field Representative for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Field Representative finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Field Representative may recommend to the Owner to extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be extended in the form of a Change Order or a Work Order that will be in full force and effect,

the same as though it were the original time for completion. This Change Order or Work Order may be executed prior to or after the expiration of the Contract Time as extended.

## 11.2 BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION

**11.2.01** Beneficial Occupancy shall occur when the Owner in its sole discretion determines that a portion of the Work may be occupied. The Owner may take Beneficial Occupancy in accordance with the provisions of the Contract Documents. If known that the Owner intends to take Beneficial Occupancy of any portion of the Work, such will be stated in the Contract Documents. If not known prior to the time of receipt of Bids, the Owner will give written notice to the Contractor through the Field Representative, within a reasonable time of taking any such Beneficial Occupancy.

**11.2.02** Substantial Completion shall occur when the Architect/Engineer issues a certificate of Substantial Completion. The Contractor is entitled to Substantial Completion when only minor Punch List items are pending, and when the Work can fully be used for the use for which it was intended.

**11.2.03** Beneficial Occupancy or issuance of a Certificate of Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of work or for the performance of work not complete at the time of Beneficial Occupancy or Substantial Completion.

**11.2.04** Prior to Beneficial Occupancy or Substantial Completion, the Contractor shall obtain a Certificate of Occupancy from the Building and Zoning Department.

**11.2.05** Prior to Beneficial Occupancy or Substantial Completion, the Contractor shall deliver to the Field Representative complete As-Builts, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

**11.2.06** As provided in Division 1, prior to the anticipated date of Beneficial Occupancy or Substantial Completion, the Contractor shall instruct Owner personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the Work.

**11.2.07** As provided in Division 1, prior to the date of Beneficial Occupancy or Substantial Completion, the Architect/Engineer and the Field Representative will inspect the Work and begin the preparation of a Punch List covering those items of incomplete or defective work which the Contractor shall complete and correct prior to Final Acceptance.

**11.2.08** The Contractor shall not be responsible for normal wear resulting from the Owner's use of the Work after Beneficial Occupancy or Substantial Completion. However, any damage to the work not attributable to normal wear resulting from the Owner's use shall be repaired by the Contractor at no additional cost to the Owner.

**11.2.09** When the Contractor notifies the Architect/Engineer and the Field Representative that the Project or a Phase of the Project is ready for Substantial Completion inspection, the Architect/Engineer, the Field Representative, any other Owner representatives as designated by the

Owner, representatives of regulatory agencies as appropriate, and the Contractor shall inspect the work jointly to ascertain if that phase of the Project is substantially complete. A Punch List of deficiencies shall be drafted by the Architect/Engineer during the inspection, and the Architect/Engineer shall disseminate a draft Punch List to the Contractor and all other attendees within twenty-four (24) hours of the inspection. If that phase of the Project is determined by the Architect/Engineer to be substantially complete (with input from the Field Representative and others) in accordance with the Contract Documents, and including equipment and systems commissioning, then the Contractor shall prepare a Certificate Of Acceptance for Substantial Completion for that phase to be executed by the Contractor, Architect/Engineer, Field Representative and the Owner. Concurrently, the Contractor shall take action to remedy the deficiencies noted on the Punch List, as amended by the comments of the Field Representative and others. A date shall be negotiated with the Contractor for the completion of the Punch List items that shall not be greater than sixty (60) days from the date of issuance of the Certificate of Acceptance for Substantial Completion for each phase of the Project within which to remedy such deficiencies. At the end of the said period, the Architect/Engineer and Field Representative shall conduct a final inspection and ascertain if the deficiencies have been remedied and the work is complete.

**11.2.10** If any of the conditions listed in this Article are not met and/or commissioning of equipment and systems has not been completed, or the Contractor determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Acceptance for Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor and the Contract Amount will be reduced accordingly.

**11.2.11** In the event the Contractor refuses or fails to complete any item on the Punch List by the specified time, the Contractor is liable for Liquidated Damages, and the Owner has, as its option, the right to, after ten (10) calendar days notice to the Contractor, have the work performed by others and back charge the Contractor for all Direct and Indirect Costs relating to performing this work. The applicable Liquidated Damages would continue until the expiration of the ten (10) calendar day notice to the Contractor that the Owner will have the work performed by others. The Punch List and the Contract shall remain open until all work is complete and accepted. The current retainage will be used to offset Liquidated Damages and any back charge, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.

## 11.3 CONTRACTOR'S RESPONSIBILITY FOR WORK

**11.3.01** Until the final acceptance of the Work, excepting only those portions of the work declared Substantially Completed, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof.

**11.3.02** If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall protect the work from erosion, provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities as necessary to protect the work.

## 11.4 GUARANTEES AND WARRANTIES

**11.4.01** The guaranty period for the entire Work covered by the Performance and Payment Bond shall not begin until Substantial Completion of all work under the PO and will be for a period of one (1) year unless otherwise stipulated in the Contract Documents.

**11.4.02** The guaranty period for equipment covered by Contractor's and Subcontractors' guarantees shall start prior to Substantial Completion, or at Substantial Completion, whichever occurs first, and will be for a period of one (1) year unless otherwise stipulated in the Contract Documents.

**11.4.03** The Contractor hereby warrants and guarantees that all work shall be in accordance with the Contract Documents. The Contractor will submit a written guarantee in the form found in the Contract Documents prior to Substantial Completion. The Contractor further agrees that it will correct all defects discovered within one (1) year (or longer if a longer period is stipulated in the Contract Documents,) of the date of Substantial Completion and that it will commence work on such repairs within ten (10) days after being notified by the Owner of the need for this work.

**11.4.04** If the Contractor fails to act within this time period, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the cost thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

**11.4.05** The Contractor will correct all latent defects discovered within fifteen (15) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the cost thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

**11.4.06 Required Guarantees:**

**A. Subcontractor's Guarantees**

The Contractor shall furnish a written guaranty from each Subcontractor in the form found in the Contract Documents.

**B. Manufacturer's Guarantees**

The Contractor shall furnish an original guaranty or warranty from each of the manufacturers of equipment or materials supplied and installed under this Contract. Each guaranty or warranty shall be in accordance with the respective manufacturer's association Standard Guaranty and shall be in favor of the Contractor and the Owner.

C. **Special Guaranty and Warranty Requirements**

The Contractor shall also furnish any special guaranty or warranty called for in the Contract Documents.

**11.4.07** All guarantees and warranties shall be delivered to the Field Representative prior to Beneficial Occupancy or Substantial Completion, whichever is applicable.

**11.4.08** Notwithstanding the foregoing provisions, in the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the Owner may undertake, at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of this Contract.

## 11.5 FINAL ACCEPTANCE

**11.5.01** Upon due notice from the Contractor of presumptive completion of the Work, the, Architect/Engineer, the Field Representative, and the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Field Representative will notify the Contractor in writing of Final Acceptance as of the date of final inspection.

**11.5.02** If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Field Representative will give the Contractor the instructions for correction of same (punch list) and the Contractor shall immediately comply with and execute the work listed in the punch list. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided that work has been satisfactorily completed. In such event, the Field Representative will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.

**11.5.03** Upon notification of Final Acceptance, the Contractor shall furnish to the Field Representative the final Contractor's Affidavit and Release of All Claims.

**11.5.04** Final Acceptance of the Work does not preclude or estop the Field Representative from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or estopped from recovering from the Contractor or its Surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill its obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

**11.5.05** The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**11.5.06** As a condition of Final Acceptance, the Contractor will return all of the Contractual Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future confidential

solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County.

## 11.6 CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

**11.6.01** Upon the completion of the Work and before the final payment is made; the Contractor shall execute a Contractor's Affidavit and Release of All Claims. This is to be accompanied by a consent of the Surety, in favor of the Owner, on the Form included in the Contract Documents. An original Contractor's Affidavit and Release of All Claims shall be submitted to the Field Representative with the Contractor's Request for Final Payment.

**11.6.02** The rights of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the Work covered by this Contract are governed by the provisions of Section 255.05, Florida Statutes. Nothing in the Contract Documents shall be construed to confer any benefits or rights upon or to create any relationships whatsoever with any Subcontractor, supplier, laborer or any other party except as same may be granted, conferred or created by Section 255.05 of the Florida Statutes.

# ARTICLE 12
# INDEMNIFICATION AND HOLD HARMLESS

## 12.1 INDEMNIFICATION AND HOLD HARMLESS

**12.1.01** In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.

**12.1.02** The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**12.1.03** In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the County may select the attorneys to appear and defend such claims or actions on behalf of the County. The Contractor further agrees to pay at the Contractor 's expense the attorneys' fees and costs incurred by those attorneys selected by the County to appear and defend such claims or actions on behalf of the County. The County, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

**12.1.04** To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for

the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

**12.1.05** This Section shall survive expiration or termination of this Agreement.

## 12.2 PERFORMANCE AND PAYMENT BOND

**12.2.01** Within fifteen (15) calendar days from the date of Notice of Award presented to the successful Bidder, the Bidder shall deliver to the County a performance and payment bond in the amount of $1,500,000.00 (One Million Five Hundred Thousand Dollars). The Contractor must maintain such Performance and Payment Bond annually throughout the life of the Contract. In the event the value of work of any Contractor exceeds $1,500,000.00, the bond must be increased accordingly.

A. Bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

| Bond (Total Contract) Amount | Best's Rating |
|---|---|
| $500,001 to $1,500,000 | B V |
| $1,500,001 to $2,500,000 | A VI |
| $2,500,001 to $5,000,000 | A VII |
| $5,000,000 to $10,000,000 | A VIII |
| Over $10,000,000 | A IX |

B. 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:

(1) 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.

(2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

(3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For Contracts in excess of $500,000 the provision of Subsection 12.2.01.B will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Performance and Payment Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.

**12.2.02** The cost of the Bond shall be included in the Total Amount Bid. No separate payment for the cost of the Performance and Payment Bond shall be made by the Owner.

**12.2.03** The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

**12.2.04** The Bond shall be delivered to the Owner with the executed Contract.

**12.2.05** In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.

**12.2.06** Cancellation of any Bond, or non-payment by the Contractor of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

## 12.3 INSURANCE

**12.3.01** The Contractor shall maintain the following insurance throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

**A. Worker's Compensation**, as required by Chapter 440, Florida Statutes.

**B. Automobile Liability Insurance**, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(2) $1,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Contractor off of the AOA.

**C. Commercial General Liability Insurance**, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

**D.** Pollution and Remediation Legal Liability insurance in an amount not less than $1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials including asbestos.

**12.3.02** All insurance policies required herein shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD Risk Management.

**12.3.03** The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the MDAD Risk Management.

**12.3.04** Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from liability under any other portion of this Contract.

**12.3.05** Cancellation of any insurance or bonds, or non-payment by the Contractor of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

**12.3.06** 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 agreement. If insurance certificates are scheduled to expire during the contract period, the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

**12.3.07** The Owner reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Owner.

## ARTICLE 13
## CANCELLATION OR TERMINATION OF CONTRACT

### 13.1 CANCELLATION BY THE OWNER

**13.1.01** The Owner may at its option and discretion cancel the Contract/PO at any time without any default on the part of the Contractor by giving a written Notice of Cancellation to the Contractor and its Surety at least ten (10) days prior to the effective date of such cancellation, and five (5) days prior to the effective date of the PO.

**13.1.02** In the event of cancellation by the Owner, the Owner shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its Subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Architect/Engineer and the Consulting Engineers. The Contractor will be paid for:

A. The final value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,

B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,

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

D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract shall be considered.

**13.1.03** In the event of cancellation under this Article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

**13.1.04** In the event of cancellation under this Article, the Owner does not waive or void any credits otherwise due Owner at the time of cancellation, including Liquidated Damages, and back charges for defective or deficient work.

**13.1.05** Upon cancellation as above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.

## 13.2 TERMINATION BY DEFAULT OF CONTRACTOR

**13.2.01** The Contract may be terminated by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents and PO including but not limited to:

A. Failure to begin the work under the Contract within the time specified in the "Notice to Proceed", or

B. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Progress Schedule, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or

D. Discontinues the prosecution of the work, or

E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

H. Makes an assignment for the benefit of creditors, or

I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

**13.2.02** Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer of the conditions which make termination of the Contract imminent. The Contract will be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety. Unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

**13.2.03** The Owner reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied.

**13.2.04** In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable (see Article 3). No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

**13.2.05** The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected Subcontractors and suppliers at any tier.

## 13.3 TERMINATION FOR NATIONAL EMERGENCIES

**13.3.01** The Owner shall terminate the Contract or portion thereof by written notice and any PO when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

**13.3.02** When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

## 13.4 IMPLEMENTATION OF CANCELLATION OR TERMINATION

**13.4.01** If the Owner cancels or terminates the Contract/PO, the Contractor shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

A. Cancel all orders and Subcontracts which may be terminated without costs;

B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative,

C. Transfer to the Owner, in accordance with directions of the –Field Representative, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;

D. Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work.

E. The Contractor shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.

F. Cancellation or termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.

G. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the Owner.

## 14.0 SENSITIVE SECURITY INFORMATION (SSI)

With the issuance of a POD, it may be determined that the drawings and specifications for that project contains Sensitive Security Information (SSI), as defined by 49 CFR 1520, and, as such, these drawings and specifications are exempt from dissemination to the general public.

If it is determined that the project documents contain SSI information, the Contractor will be required to execute a non-disclosure affidavit, and return the executed affidavit with the PO (Refer to Special Provision 4).

## SPECIAL PROVISIONS 1

# MIAMI-DADE COUNTY, FLORIDA

# RESPONSIBLE WAGES AND BENEFITS

**SECTION 2-11.16 OF THE CODE**
**(ORDINANCE 90-143)**

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE
**Construction Type:[Building, Heavy, Highway]**

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347
(For Contractors Optional Use)

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(For Contractor's Optional Use)

## SUPPLEMENTAL GENERAL CONDITION

Bidders are advised that the provisions of Dade County Ordinance 90-143 (otherwise known as Ordinance 90-90, as amended) will apply to any contract or contracts awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 90-143, and to acknowledge awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the department issuing the specifications for this bid.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

### 1. MINIMUM WAGES AND POSTING OF INFORMATION

A. All laborers and mechanics employed or working upon the project will be paid the full amount wages and fringe benefits (or cash equivalents thereof) computed at rates not less than those contained in the wage determination which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For any given classification of workers, the combined overall per hour rate paid shall equal at least the sum of the wage and benefit levels listed for that classification. The contractor, or any subcontractor under him, may fulfill the obligations to pay such specified overall hourly rate by payment of wages, contributions to employee benefit plans, payment in cash, or any contributions thereof. Contributions made or costs reasonably anticipated for bona fide fringe benefits on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics; also, regular contributions made or costs incurred under plans, funds, or programs which cover the particular pay period, are deemed to be constructively made or incurred during such pay period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for

the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

B. For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon wage determination in effect for Dade County. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications shall be determined by the County.

C. The wages/benefits to be paid the various classifications, together with notice that a penalty at the rate of $200 per day per employee may be assessed for failure to pay the required rates. Any complaints of underpayment should be filed with the Director of the Department of Business Development, 111 N.W. 1st Street, 19th Floor, Miami, Fl. 33128, (305) 375-3111, and shall be posted at all times by the contractor and its subcontractors at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in the amount of $200.00 to the County for each individual laborer or mechanic, employed in violation hereof for each calendar day on which such individual was paid less the required wages.

B. The County may withhold from any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ord. 90-143, the contracting officer may withhold or cause to be withheld from the contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the project, all or part of the wages required by the contract, the contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the

suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. The contractor, and each subcontractor under him, shall keep or cause to be kept accurate written records signed under oath as true and correct demonstrating payment of the required wages. Such records shall contain the name, social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or cash equivalents thereof), and daily and weekly number of hours worked on this project. In addition thereto, the contractor shall submit a list of all subcontractors and the name and social security number of each subcontractor's employees who performed work each day on the contract. Each subcontractor shall submit a list of the names and social security numbers of its employees who performed work each day on the contract. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration or apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and wage rates prescribed in the applicable programs.

B. The contractor shall submit the information required hereunder with each request for progress payment. Information submitted on U. S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy the information requirements hereunder.

C. The contractor or subcontractor shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required reports or make the records on which they are based available, the County may, after written notice to the contractor, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required reports upon request or to make records available may be grounds for debarment. The prime contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment, which is the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in backwages, the required corrective action(s) to be taken and the due date for payment of backwages or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.
The County may withhold from the contractor so much accrued payments as may be considered necessary by the contracting officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer. The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within ten (10) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request. Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and determine whether the contractor or subcontractor failed to comply with the contract specifications as alleged. Neither the contractor, nor any subcontractor under him, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

B. If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

C. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. APPRENTICES: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the project in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices

shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

B. TRAINEES: Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater then permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wages are on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **BRICKLAYERS & ALLIED CRAFTSMEN (2)** | | | | |
| Journeymen | $ 19.00 | $ 3.30 | $1.65 | $ **23.95** |
| Foremen | 20.00 | 3.30 | 1.65 | **24.95** |
| General Foremen | 21.95 | 3.30 | 1.65 | **26.90** |
| Apprentices: | | | | |
| First 6 months | $ 12.52 | $ 3.30 | $1.65 | $ **17.47** |
| Second 6 months | 13.45 | 3.30 | 1.65 | **18.40** |
| Third 6 months | 14.37 | 3.30 | 1.65 | **19.32** |
| Fourth 6 months | 15.30 | 3.30 | 1.65 | **20.25** |
| Fifth 6 months | 16.22 | 3.30 | 1.65 | **21.17** |
| Sixth 6 months | 17.15 | 3.30 | 1.65 | **22.10** |

The Industrial Rates are 15% over the applicable journeyman rate
The Refractory Rates are 15% over the than applicable journeyman rate
Tile Finishers wage is 75% of journeyman wages plus fringes

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Rates include Residential, Building, Heavy Construction and Highway work as described in USDOL, Employment Standards Administration, Memorandum No. 130

Includes brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete blocklaying and pointing, caulking, grouting and cleaning of materials used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement; precast erectors, pool specialist and roof deck applicators.

APPRENTICE RATIO:
One (1) Apprentice to two (2) Journeymen, if an average of two (2) Journeymen have been employed for One (1) year immediately prior to employment of the Apprentice.
One (1) Apprentice to three (3) Journeymen if working on the same job.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **CARPENTERS /JOINERS/LATHER(2)** | | | | |
| Journeymen | $ 18.75 | $ 4.22 | $ 1.60 | **$24.57** |
| Foremen (12 or less workers) | 20.25 | 4.22 | 1.60 | **26.07** |
| Foremen (13 or more workers) | 21.00 | 4.22 | 1.60 | **26.82** |
| General Foreman (2+) | 21.75 | 4.22 | 1.60 | **27.57** |
| Apprentices (Carpenters, Carpet Workers and Interior Specialist) | | | | |
| First 6 months | $ 11.63 | 4.22 | 1.60 | **17.45** |
| Second 6 months | 12.56 | 4.22 | 1.60 | **18.38** |
| Third 6 months | 13.50 | 4.22 | 1.60 | **19.32** |
| Fourth 6 months | 14.44 | 4.22 | 1.60 | **20.26** |
| Fifth 6 months | 15.38 | 4.22 | 1.60 | **21.20** |
| Sixth 6 months | 16.31 | 4.22 | 1.60 | **22.13** |
| Seventh 6 months | 17.25 | 4.22 | 1.60 | **23.07** |
| Eighth 6 months | 18.19 | 4.22 | 1.60 | **24.01** |
| **CARPET WORKERS** | | | | |
| Journeymen | $ 18.75 | $ 4.22 | $ 1.60 | **$24.57** |
| Foremen (12 or less workers) | 20.25 | 4.22 | 1.60 | **26.07** |
| Foremen (13 or more workers) | 21.00 | 4.22 | 1.60 | **26.82** |
| General Foreman (2+) | 21.75 | 4.22 | 1.60 | **27.57** |
| **INTERIOR CARPENTER** | | | | |
| Journeymen | $ 18.75 | 4.22 | 1.60 | **24.57** |
| Foremen (12 or less workers) | 20.25 | 4.22 | 1.60 | **26.07** |
| Foremen (13 or more workers) | 21.00 | 4.22 | 1.60 | **26.82** |
| General Foreman (2+) | 21.75 | 4.22 | 1.60 | **27.57** |

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

NOTE:
When the term CARPENTER AND JOINER is used, it shall mean all the sub-divisions of the trade consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of al material of wood, plastic, metal, fiber, cork and composition, and all other substitute.

When five (5) or more workers are employed on a job, one (1) worker shall be a foreman.
Add $0.50 per hour to the per hour wage rate when work is done on swinging scaffolds, boatswains chairs or any like device.

APPRENTICE RATIO:

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|

Two (2) Apprentices to three (3) Journeymen.

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|---|---|---|---|---|
| **DRYWALL FINISHERS** | | | | |
| Journeymen Tapers (Hand and Tool | $ 17.00 | $ 3.60 | $ 1.25 | $ **21.85** |
| Foremen (5 or less workers) | 18.00 | $ 3.60 | 1.25 | **22.85** |
| General Foremen (6 or more worker | 19.00 | 3.60 | 1.25 | **23.85** |
| General Foremen | 20.00 | 3.60 | 1.25 | **21.75** |
| Apprentices: | | | | |
| First 6 months | $ 10.20 | $ 3.60 | $ 0.10 | $ **13.90** |
| Second 6 months | 11.05 | 3.60 | 0.10 | **14.75** |
| Third 6 months | 11.90 | 3.60 | 0.10 | **15.60** |
| Fourth 6 months | 12.75 | 3.60 | 0.10 | **16.45** |
| Fifth 6 months | 13.60 | 3.60 | 0.10 | **17.30** |
| Sixth 6 months | 14.45 | 3.60 | 0.10 | **18.15** |
| Seventh 6 months | 15.30 | 3.60 | 0.10 | **19.00** |
| Eighth 6 months | 16.15 | 3.60 | 0.10 | **19.85** |

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Scope of work under this trade shall include, but not limited to the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this would include but not be limited to all levels of finishings, spackling of all surfaces, including gypsum wallboard taping and finishing, glaze coatings, spotting of nails, finishing of corner beads/flex bead, patching and sanding is within the system of preparing surface for finishes. All stucco and drivit systems will be performed by this trade.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Shop of four (4) or more Journeymen must employ at least one (1) Apprentice.

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|---|---|---|---|---|
| **ELECTRICAL WORKERS (1)** | | | | |
| UNDER TWO (2) MILLION (Electrical portion of Contract) | | | | |
| Journeymen: | | | | |
| Wiremen | $ 24.00 | $ 5.15 | $ 2.52 | $ **31.67** |
| Cable Splicers | 24.50 | 5.15 | 2.56 | **32.21** |
| Welders | 24.50 | 5.15 | 2.56 | **32.21** |
| Foremen | 26.40 | 5.15 | 2.71 | **34.26** |
| General Foremen | 28.80 | 5.15 | 2.90 | **36.85** |
| Apprentices: | | | | |
| First year | $ 12.72 | $ 5.15 | $ 1.62 | $ **19.49** |
| Second year | 13.44 | 5.15 | 1.68 | **20.27** |
| Third year | 14.88 | 5.15 | 1.79 | **21.82** |
| Fourth year | 16.32 | 5.15 | 1.91 | **23.38** |
| Fifth year | 18.48 | 5.15 | 2.08 | **25.71** |
| OVER TWO (2) MILLION (Electrical portion of Contract) | | | | |
| Journeymen: | | | | |
| Wiremen | $ 26.46 | $ 5.15 | $ 2.72 | $ **34.33** |
| Cable Splicers | 26.96 | 5.15 | 2.76 | **34.87** |
| Welders | 26.96 | 5.15 | 2.76 | **34.87** |
| Foremen | 29.11 | 5.15 | 2.93 | **37.19** |
| General Foremen | 31.75 | 5.15 | 3.14 | **40.04** |
| Apprentices (same rates as above) | | | | |

(1) Includes: installation, repair, alter, add or change any electrical wire fixtures, appliance apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Add $1.50 per hour to the per hour wage rate for Journeymen working in hazardous locations.

Electrical rates listed within the Responsible Wages and Benefits (Ordinance 90-143) are based on the total value of electrical projects and cannot be broken down into smaller projects to avoid payment of the established wages.

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| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **ELECTRICAL WORKER (ELECTRIC SIGN)** | | | | |
| Journeymen: | | | | |
| Wireman | $22.30 | $5.15 | $2.38 | $29.83 |
| Foremen | $24.53 | $5.15 | $2.56 | $32.24 |
| General Foremen | $26.76 | $5.15 | $2.74 | $34.65 |
| Apprentices: | | | | |
| First Year | $12.72 | $5.15 | $1.62 | $19.49 |
| Second Year | $13.44 | $5.15 | $1.68 | $20.27 |
| Third Year | $14.88 | $5.15 | $1.79 | $21.82 |
| Fourth Year | $16.32 | $5.15 | $1.91 | $23.38 |
| Fifth Year | $18.48 | $5.15 | $2.08 | $25.71 |

Hazard Pay: add $1.75, one dollar and seventy five cents to the per hour rate for Journeyman.

APPRENTICE RATIO: (1) One Apprentice to (3) three Journeymen.

Includes: installation, repair, addition, or changes of any illuminated sign, non-illuminated sign, or luminous tubes, traffic signalization. Any electrical wire, fixtures, appliance apparatus, raceway, conduit, or any part thereof which transmits transfers or utilizes electrical energy in any form for heat, light, or power.

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|---|---|---|---|---|
| **ELEVATOR CONSTRUCTORS** | | | | |
| Elevator Construction Teams: | | | | |
| Mechanics | $ 31.55 | $ 7.77 | $ 3.94 | **$ 43.26** |
| Mechanic In Charge | 35.50 | 7.77 | 3.94 | **47.21** |
| Apprentices: | | | | |
| Probationary Apprentice | 15.78 | 0.00 | 0.00 | **14.90** |
| First year | 17.36 | 7.77 | 3.94 | **27.08** |
| Second year | 20.51 | 7.77 | 3.94 | **30.06** |
| Third year | 22.09 | 7.77 | 3.94 | **31.55** |
| Fourth year | 25.24 | 7.77 | 3.94 | **34.53** |

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Mechanic.

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|---|---|---|---|---|
| **GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)** | | | | |
| Journeymen Glazier: | | | | |
| Commercial | $ 19.00 | $ 3.60 | $ 2.30 | $ **24.90** |
| Light Commercial | 18.45 | 3.60 | 2.30 | **24.35** |
| Service & Maintenance | 17.45 | 3.60 | 2.30 | **23.35** |
| Residential | 15.20 | 3.60 | 2.30 | **21.10** |
| Shop | 15.20 | 3.60 | 2.30 | **21.10** |
| Truck Driver | 15.20 | 3.60 | 2.30 | **21.10** |
| Apprentices ratio one (1) apprentice to two (2) Journeymen | | | | |
| 1st 6 months | $ 12.35 | $ 3.60 | $ 0.10 | $ **16.05** |
| 2nd 6 months | 13.30 | 3.60 | 0.10 | **17.00** |
| 3rd 6 months | 14.25 | 3.60 | 0.10 | **17.95** |
| 4th 6 months | 15.20 | 3.60 | 0.10 | **18.90** |
| 5th 6 months | 16.15 | 3.60 | 0.10 | **19.85** |
| 6th 6 months | 17.10 | 3.60 | 0.10 | **20.80** |
| 7th 6 months | 18.05 | 3.60 | 0.10 | **21.75** |

Notes:

Lead Person : plus $.50 per hour
Foreman: plus $1.00 per hour up to fifteen (15) employees
Foreman: plus $2.00 per hour for fifteen (15) or more employees
General Foreman: plus $3.00 per hour

APPRENTICESHIP RATIO:
One (1) Apprentice to three (3) journeymen

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|---|---|---|---|---|

**GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)**

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes: but not be limited to: the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art, glass, detopak glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtain wall systems, louvers, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in the place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, glazed solar systems, doors, frames, stone wall cases, book cases, sideboards, partitions and fixtures; the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash and fire hose cabinets where glass becomes an integral part of the finished product, including the maintenance of all the above; bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operatior of all machines and equipment for these operations; the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products; the use of waterproofing membrane, air and vapor barriers, structural caulking and sealers above or below grade; any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by glaziers and or apprentice glaziers.

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|---|---|---|---|---|
| **INSULATORS & ASBESTOS WORKERS** | | | | |
| Journeymen | $ 19.17 | $ 5.52 | $ 3.97 | $ **28.66** |
| Foremen (1-14 workers) | 19.67 | 5.52 | 3.97 | **29.16** |
| Gen. Foremen (15 or more workers) | 20.17 | 5.52 | 3.97 | **29.66** |
| Apprentices: | | | | |
| First year | $ 10.54 | $ 5.52 | $ 3.97 | $ **20.03** |
| Second year | 11.50 | 5.52 | 3.97 | **20.99** |
| Third year | 13.99 | 5.52 | 3.97 | **23.48** |
| Fourth year | 15.72 | 5.52 | 3.97 | **25.21** |

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Per hour wage rate includes local and national apprenticeship fund

(3) Scope of work under this trade shall include, preparation, fabrication, application, alteratior erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work.
for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work.

(4) Scope of work under this trade shall include **firestopping or fireproofing** technicians, & apprentice engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: inlumescent firestop sealant, inlumescent firestop blocks, elastomeric firestop sealant, selfleveling firestop sealant, trowelable firestop compoun firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duc systems, or other materials used in connection with labor, and to include other fire protection materia such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment on job premises. The types of work shall include but not be limited to: top of wall, curtainwall, firerated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing.

APPRENTICE RATIO:
One (1) Apprentice to four (4) Journeymen.

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|---|---|---|---|---|---|
| **IRONWORKERS (2)** | | | | | |
| Journeymen | | $22.14 | $3.40 | $1.78 | $ 27.32 |
| Foremen | | 24.14 | 3.40 | 1.78 | 29.32 |
| General Foremen | | 26.14 | 3.40 | 1.78 | 31.32 |
| Apprentices: | | | | | |
| First 6 months | (1000 Hrs) | $11.07 | $ - | $ - | $ 11.07 |
| Second 6 months | (1000 Hrs) | 12.17 | 0.00 | 0.00 | 12.17 |
| Third 6 months | (1000 Hrs) | 13.28 | 0.00 | 0.00 | 13.28 |
| Fourth 6 months | (1000 Hrs) | 14.39 | 3.40 | 0.00 | 17.79 |
| Fifth 6 months | (1000 Hrs) | 15.50 | 3.40 | 0.00 | 18.90 |
| Sixth 6 months | (1000 Hrs) | 16.61 | 3.40 | 0.00 | 20.01 |
| Seventh 6 months | (1000 Hrs) | 17.71 | 3.40 | 0.00 | 21.11 |
| Eighth 6 months | (1000 Hrs) | 18.82 | 3.40 | 0.00 | 22.22 |

Diving Pay 0 to 33 feet deep add Journeyman w ages plus $5.00
Diving Pay 33 to 66 feet deep add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes erection and installation of all bridges, structural, ornamental, reinforcing, posttentioning and miscellaneous irons; including but not limited to the following: bridges (all types), rails, cables, catwalks and miscellaneous metals; structural (all types), bar joists, corrugated sheets on steel decking, monorails, prefabricated metal buildings, bridging, skylights, space frames, stairs, towers, hoists (all types), standing seam metal roofs, heavy rigging, ornamental iron, gates, art work, and fences; reinforcing and posttentioning (all types), rebar, cables and wire mesh; curtain walls, window walls, sealants and caulking, precast and tilt walls, ribbon wall systems, cladding, column covers, electric and manual doors (all types), elevator fronts, store fronts, escalators and trim, windows, fencing (all types), handrails, hardware and screens, rolling overhead doors, cranes and hoists, conveyors (all types), and all miscellaneous metals.

(3) Apprentices must be registered with a certified State of Florida Department of Labor - Bureau of Apprenticeship and Training Program

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices.

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|---|---|---|---|---|
| **LABORERS, COMMERCIAL CONSTRUCTION** | | | | |
| General Laborer (2) | $12.25 | $2.45 | $1.57 | **$ 16.27** |
| Semi-Skilled Laborer (3) | 12.90 | 2.45 | 1.57 | **16.92** |
| Laborer Foremen | 13.90 | 2.45 | 1.57 | **17.92** |
| General Laborer Foremen | 15.40 | 2.45 | 1.57 | **19.42** |
| Landscape Laborer and Maintenance | 12.25 | 2.45 | 1.57 | **16.27** |

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) General laborers work include unloading and stockpiling on the ground plastering and/or masonry material

(3) Mason and Plasterer Tenders, concrete placement - patchmen and finish tenders, scaffold builders, strippers and wreckers, electric and air-hammers, concrete grinders, saws, coring machines, nozzle and hoppers and mixers, cutting torch, hydro - blasting, chain saws.

NOTE:
Add $0.50 per hour to the per hour wage rate if power tools are used.

Add $0.25 per hour to the per hour wage rate if freshly creosoted lumber or hot mostic materials are handled.

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|---|---|---|---|---|
| **MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)** | | | | |
| Journeymen | $23.03 | $3.30 | $5.95 | $ 32.28 |
| Foremen | 24.53 | 3.30 | 5.95 | 33.78 |
| General Foremen | 25.03 | 3.30 | 5.95 | 34.28 |
| Apprentices: | | | | |
| First year (6 months) | $13.82 | $3.30 | $5.95 | $ 23.07 |
| Second year (6 months) | 14.97 | 3.30 | 5.95 | 24.22 |
| Third year (6 months) | 16.12 | 3.30 | 5.95 | 25.37 |
| Fourth year (6 months) | 17.27 | 3.30 | 5.95 | 26.52 |
| Fifth year (6 months) | 18.42 | 3.30 | 5.95 | 27.67 |
| Sixth year (6 months) | 19.58 | 3.30 | 5.95 | 28.83 |
| Seventh year (6 months) | 20.73 | 3.30 | 5.95 | 29.98 |
| Eight year (6 months) | 21.88 | 3.30 | 5.95 | 31.13 |
| Journeymen Divers (3) | $28.39 | $3.30 | $5.95 | $ 37.64 |
| Foremen (Divers) | 30.39 | 3.30 | 5.95 | 39.64 |
| Foremen (11 or more workers) | 32.39 | 3.30 | 5.95 | 41.64 |
| Diver Tenders | 25.39 | 3.30 | 5.95 | 34.64 |

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes all work historically related to the unloading, hoisting, rigging skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories structures; be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as power plants, water and sewage treatment, garbage waste and recycling plants, alumi processing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, hydraulic escape door and an and all component parts thereto, either assembled, semi-assembled, or dissembled. Such work includes, but is not limited the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all typ sizes, and their supports, escalators, man lifts, moving sidewalks, hoists, dumb waiters, all types of feeding machinery amusement devices, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drive directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot splicing of ropes, cables, boarding ramps, and air bridges; underwater installation, repair and inspection of pipelines, water and sewage systems, suction and discharge lines and all underwater work not incidental to piledriving and bridge carpenter.

(3) Except the divers incident to piledriving and bridge carpentry are covered by that schedule.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen after three (3) Journeymen and a Foreman have been hired

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|---|---|---|---|---|
| **OPERATING ENGINEERS, BUILDING WORK** | | | | |
| BUILDING (Work within 5 ft. line of building). | | | | |
| **CLASS A** | $ 24.50 | $ 3.70 | $ 2.50 | $ **30.70** |
| Cranes and Derricks<br>Hoists (2&3 drum only)<br>Utility Operators (grouped misc. equipt.) | | | | |
| **CLASS B** | $ 22.82 | $ 3.70 | $ 2.50 | $ **29.02** |
| Graders, Finish, Drill Rig, Truck Mounted, Watson Class | | | | |
| **CLASS C** | $ 21.21 | $ 3.70 | $ 2.50 | $ **27.41** |
| Dragline<br>Grader, Rough<br>Concrete Pumps (truck mounted and placing booms) | | | | |
| **CLASS D** | $ 19.50 | $ 3.70 | $ 2.50 | $ **25.70** |
| Backhoes (track, rubber tires, etc..)<br>Hyd. Crane (under 15 tons)<br>Truck Mounted Hyd. Boom<br>Bulldozers, Excavator,Mini Excavator<br>Pavement Breakers<br>Travel Lift<br>Trenching Machine<br>Gradall<br>Front-End Loaders and "Bobcats"<br>Welder<br>Mechanic<br>Drill Rig, Truck mounted (Sterling Class) | | | | |
| **CLASS E** | $ 18.15 | $ 3.70 | $ 2.50 | $ **24.35** |
| Batching Plant<br>Boring Machine<br>Concrete Pump (trailer mounted) | | | | |

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|---|---|---|---|---|
| **OPERATING ENGINEERS, BUILDING WORK** | | | | |
| **CLASS E Continued**<br>Hoists (electric, hyd., air)<br>personnel, material, tugger<br>Inside Elevators<br>Forklift<br>Spreading/Finishing Mach.<br>All other power equipment<br>not specified. | $ 18.15 | $ 3.70 | $ 2.50 | **$ 24.35** |
| **CLASS F**<br>Rollers<br>Compressor (over 250 CFM)<br>Utility Oper.<br>(less than 6 pcs. Equip.)<br>Pumps/Dewatering (4"+)<br>Tractors<br>Driver (misc. trucks)<br>Welding Machines (3 or more)<br>Scrapers and Off-Road Trucks | $ 17.10 | $ 3.70 | $ 2.50 | **$ 23.30** |
| **CLASS G**<br>Oiler/ Driver/Signalman | $ 17.20 | $ 3.70 | $ 2.50 | **$ 23.40** |
| **CLASS H**<br>Oiler, Crawler Crane<br>Mechanic Helper | $ 15.70 | $ 3.70 | $ 2.50 | **$ 21.90** |
| Apprentices: Must be under the supervision of a Journeyman (Ratio (3) apprentices to (1) Journeyman) | | | | |
| First 6 months | $ 10.16 | $ 3.70 | $ 2.50 | **$ 16.36** |
| Second 6 Months | $ 11.18 | $ 3.70 | $ 2.50 | **$ 17.38** |
| Third 6 months | $ 12.19 | $ 3.70 | $ 2.50 | **$ 18.39** |
| Fourth 6 months | $ 13.21 | $ 3.70 | $ 2.50 | **$ 19.41** |
| Fifth 6 months | $ 15.25 | $ 3.70 | $ 2.50 | **$ 21.45** |
| Sixth 6 month | $ 17.28 | $ 3.70 | $ 2.50 | **$ 23.48** |

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **PAINTERS & ALLIED TRADES** | | | | |
| Journeymen Painters; Brush, rollers, spray; | 13.25 | 2.30 | 1.00 | **16.55** |
| Steel, Swing / Stage, Tanks, Lead/ Asbestos Abatement Power Facilities, Catalyzed Epoxies, Urethanes, HIPAC Coatings Etc.. | 18.50 | 2.30 | 1.00 | **21.80** |
| Bridges, Nuclear Power Sites: | 18.50 | 2.30 | 1.00 | **21.80** |
| Apprentices: | | | | |
| First 6 months | 8.61 | 2.30 | 0.10 | **11.01** |
| Second 6 months | 9.28 | 2.30 | 0.10 | **11.68** |
| Third 6 months | 9.93 | 2.30 | 0.10 | **12.33** |
| Fourth 6 months | 10.60 | 2.30 | 0.10 | **13.00** |
| Fifth 6 months | 11.26 | 2.30 | 0.10 | **13.66** |
| Sixth 6 months | 11.92 | 2.30 | 0.10 | **14.32** |
| Seventh 6 months | 12.58 | 2.30 | 0.10 | **14.98** |
| Eighth 6 months | 12.58 | 2.30 | 0.10 | **14.98** |

Chargeperson; (working up to 5 employees; add .75 per hour)
Chargeperson; (working 6 or more employees; add $1.00 per hour)
General Foreman; 1.00 per hour above highest paid chargeperson.

PAINTERS
Work will include, but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concret floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems; each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but nc to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; the inspection of all coatings and/or coating systems during their applications will be performed painters, allied trade and their apprentices. All material appliec to walls/ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including al papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovin and plastic wall coverings and accessories; and any and all preparations of walls and ceilings etc.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **PILEDRIVERS, BRIDGE CARPENTERS & DIVERS (2)** | | | | |
| Journeymen Piledrivers and Bridge Carpenters | $ 20.05 | $ 3.30 | $ 4.65 | $ 28.00 |
| Foremen (10 or less workers) | 22.55 | 3.30 | 4.65 | 30.50 |
| Foremen (11 or more workers) | 23.05 | 3.30 | 4.65 | 31.00 |
| Journeymen Divers | 26.72 | $ 3.30 | $ 4.65 | 34.67 |
| Foremen (10 or less workers) | 28.72 | 3.30 | 4.65 | 36.67 |
| Foremen (11 or more workers) | 30.72 | 3.30 | 4.65 | 38.67 |
| Diver Tenders | 20.05 | 3.30 | 4.65 | 28.00 |
| Apprentices: | | | | |
| First year | 12.03 | $ 3.30 | $ 4.65 | 19.98 |
| Second Year | 14.04 | 3.30 | 4.65 | 21.99 |
| Third Year | 16.04 | 3.30 | 4.65 | 23.99 |
| Fourth Year | 18.05 | 3.30 | 4.65 | 26.00 |

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices; weights for piers, caissons, and test piles; splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring fender lines of any material described above; spotting, aligning, monitoring, plumbing, and leveling, of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms, or barges, or any kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the jobsite; the fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite; and all underwater work incidental to piledriving and bridge carpentry.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **PIPEFITTERS, AIR CONDITIONING & REFRIGERATION (2)** | | | | |
| **RESIDENTIAL, LIGHT COMMERCIAL, AC UP TO 5 TONS (R4)** | | | | |
| Journeymen | $13.81 | $4.60 | $1.00 | **$19.41** |
| Foremen | 15.88 | 4.60 | 1.00 | **21.48** |
| General Foremen | 17.26 | 4.60 | 1.00 | **22.86** |
| Apprentices: | | | | |
| First Year (Probationary) | $ 10.97 | $ - | $ - | **$ 10.97** |
| Second year | 13.81 | 4.60 | 0.00 | **18.41** |
| Third year | 15.11 | 4.60 | 0.00 | **19.71** |
| Fourth year | 19.03 | 4.60 | 2.04 | **25.67** |
| Fifth year | 21.64 | 4.60 | 2.22 | **28.46** |
| Pre Apprentice | 10.44 | 0.00 | 0.00 | **10.44** |
| **COMMERCIAL, AC UP TO 20 TONS (R3)** | | | | |
| Journeymen | $ 16.42 | $4.60 | $2.80 | **$ 23.82** |
| Foremen | 18.88 | 4.60 | 2.80 | **26.28** |
| General Foremen | 20.52 | 4.60 | 2.80 | **27.92** |
| **INDUSTRIAL, COMMERCIAL LIMITED, AC UP TO 100 TONS (R2)** | | | | |
| Journeymen | $ 20.33 | 4.85 | $3.39 | **$ 28.57** |
| Foremen | 23.43 | 4.85 | 3.39 | **31.67** |
| General Foremen | 25.41 | 4.85 | 3.39 | **33.65** |
| **INDUSTRIAL, COMMERCIAL UNLIMITED, AC OVER 100 TONS (R1)** | | | | |
| Journeymen | $ 25.55 | $ 4.85 | $3.75 | **$ 34.15** |
| Foremen | 29.38 | 4.85 | 3.75 | **37.98** |
| General Foremen | 31.94 | 4.85 | 3.75 | **40.54** |

(1) Per hour health benefit includes hospitalization, medical and insurance.
(2) Includes heating.
APPRENTICE RATIO:
Construction (R1) - One (1) Apprentice to two (2) Journeymen.
Service (R1) - One (1) Apprentice to one (1) Journeyman.
(R2), (R3), (R4) - One (1) Apprentice to one (1) Journeyman.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **PLUMBERS** | | | | |
| JOURNEYMAN RATIO: | | | | |
| (one Journeyman to two Apprentices) | | | | |
| Journeymen | $ 23.72 | $ 4.15 | $2.75 | $ 30.62 |
| Foremen | 26.57 | $ 4.15 | $2.75 | 33.47 |
| General Foremen | 28.46 | $ 4.15 | $2.75 | 35.36 |
| Apprentices: | | | | |
| First year | $ 10.67 | $ 3.96 | $ - | $ 14.63 |
| Second year | 12.45 | $ 4.15 | $1.40 | 18.00 |
| Third year | 14.23 | $ 4.15 | $1.40 | 19.78 |
| Fourth year | 16.01 | $ 4.15 | $1.40 | 21.56 |
| Fifth year | 17.79 | $ 4.15 | $1.40 | 23.34 |
| Apprentice Applicants: | $ 8.54 | $ 1.00 | $ - | $ 9.54 |

APPRENTICE RATIO:
One (1) Journeyman to two (2) Apprentices

(1) Per hour health benefit includes hospitalization, medical and life insurance.
Job descriptions included: The installation of appliances, piping and plumbing fixtures to done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs. All cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hose for tests. Where required, cover fixtures for protection. Where required, all grouting of all fixtures. Cementing of all plumbing pipe chases and sleeves.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **ROOFERS, WATERPROOFERS & ALLIED WORKERS (2)** | | | | |
| Journeymen Roofers, Damp & Waterproof Workers | $ 15.20 | $ 4.35 | $ 2.00 | $ **21.55** |
| Foreman | 16.20 | 4.35 | 2.00 | **22.55** |
| Apprentices (Roofers, D. & W. Workers): (4) | | | | |
| First Year (1200 Hours) | $ 8.36 | $ 4.35 | $ 2.00 | $ **14.71** |
| Second Year (1200 Hours) | 9.88 | 4.35 | 2.00 | **16.23** |
| Third Year (1200 Hours) | 11.40 | 4.35 | 2.00 | **17.75** |

(1) Per hour health benefit includes hospitalization, and medical insurance.

(2) The duties of a Journeyperson shall include all work on the following: (a) Slate & Tile Roofs (b) Composition Roof, (c) All forms of Elastomeric and/or Plastic Roofing System, both sheet & liquid. (d) All Tear-off and /or Removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid or any materials coming under the scope of jurisdiction as outlined.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Journeyman on tile roofs

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **SHEET METAL WORKERS (2)** | | | | |
| Journeymen | $21.54 | $4.24 | $ 5.08 | $ 30.86 |
| Foremen | 23.69 | 4.24 | 5.08 | 33.01 |
| General Foremen | 24.77 | 4.24 | 5.08 | 34.09 |
| Apprentices: | | | | |
| First 6 months | $10.77 | $ 4.24 | $ 2.54 | $ 17.55 |
| Second 6 months | 11.85 | 4.24 | 2.79 | 18.88 |
| Third 6 months | 12.92 | 4.24 | 3.05 | 20.21 |
| Fourth 6 months | 14.00 | 4.24 | 3.30 | 21.54 |
| Fifth 6 months | 15.08 | 4.24 | 3.56 | 22.88 |
| Sixth 6 months | 16.16 | 4.24 | 3.81 | 24.21 |
| Seventh 6 months | 17.23 | 4.24 | 4.06 | 25.53 |
| Eighth 6 months | 18.31 | 4.24 | 4.32 | 26.87 |

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

(2) Includes: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **SIGN/DISPLAY & ALLIED TRADES** | | | | |
| DECORATORS | | | | |
| Show (Decorators) Journeymen | | | | |
| Class A | $ 19.20 | $ 3.60 | $ 3.63 | **$ 26.43** |
| Class B | 12.56 | 3.60 | 0.00 | **16.16** |
| Show Display Workers | 10.20 | 0.00 | 0.00 | **10.20** |
| Show Utility Workers | 7.50 | 0.00 | 0.00 | **7.50** |
| SIGN/DISPLAY | | | | |
| Shop (Display) | | | | |
| Builder Journeymen | $ 15.45 | $ 1.50 | $ 1.00 | **$ 17.95** |
| Shop (Display Builders) | 12.97 | 1.50 | 1.00 | **15.47** |
| Shop (Sign Painters) | | | | |
| Journeymen | 15.45 | 2.66 | 1.00 | **19.11** |
| Shop (Spray Painters) | | | | |
| Journeymen | 14.22 | 2.66 | 1.00 | **17.88** |
| Seamstresses | 9.75 | 1.50 | 1.00 | **12.25** |

(1) Per hour health benefit includes hospitalization, medical and life insurance.



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MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **SPRINKLER FITTERS** | | | | |
| Construction less than 13 stories and less than 150,000 sq. ft. All warehouses. | | | | |
| Journeymen | $21.00 | $ 6.40 | $ 4.10 | $ 31.50 |
| Foremen (4 or less workers) | 22.50 | 6.40 | 4.10 | 33.00 |
| Foremen (5 or more workers) | 23.00 | 6.40 | 4.10 | 33.50 |
| Apprentices: | | | | |
| First year | $ 11.13 | $ 6.40 | $ 1.25 | $ 18.78 |
| Second year | 12.23 | 6.40 | 1.25 | 19.88 |
| Third year | 13.35 | 6.40 | 1.25 | 21.00 |
| Fourth year | 15.75 | 6.40 | 4.10 | 26.25 |
| Fifth year | 17.85 | 6.40 | 4.10 | 28.35 |
| Construction 13 stories or more and 150,000 sq. ft. or more. | | | | |
| Journeymen | $ 22.25 | $ 6.40 | $ 4.10 | $ 32.75 |
| Foremen ( 4 or less workers) | 23.75 | 6.40 | 4.10 | 34.25 |
| Foremen ( 5 or more workers) | 24.25 | 6.40 | 4.10 | 34.75 |
| Gen. Foreman (15 or more workers) | 26.25 | 6.40 | 4.10 | 36.75 |
| Apprentices: | | | | |
| First year | $ 11.13 | $ 6.40 | $ 1.25 | $ 18.78 |
| Second year | 12.23 | 6.40 | 1.25 | 19.88 |
| Third year | 13.35 | 6.40 | 1.25 | 21.00 |
| Fourth year | 16.68 | 6.40 | 4.10 | 27.18 |
| Fifth year | 18.91 | 6.40 | 4.10 | 29.41 |
| Helper | $ 10.00 | $ - | $ - | $ 10.00 |

Apprentices Ratio: One (1) Apprentice for every two (2) Journeymen
(1) Per hour health benefit includes hospitalization, medical, and life insurance.

HELPER RATIO:
One (1) Helper for first two (2) Journeymen, and
One (1) Helper for every additional two (2) Journeymen.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|
| **TEAMSTERS, TRUCKING** | | | | |
| Dispatchers, (Driver Foreman) | $24.00 | $5.88 | $3.00 | **$32.88** |
| Truck Driver, (All Equipment) | 21.83 | 5.88 | 3.00 | **30.71** |

(1) Per hour health benefit includes hospitalization, medical and life insurance.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"BUILDING CONSTRUCTION"

| TRADE/WORK LEVEL CLASSIFICATION | PER HOUR WAGE RATE | PER HOUR HEALTH BENEFIT (1) | PER HOUR PENSION BENEFIT | COMBINED DOLLAR VALUE |
|---|---|---|---|---|

**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

**Please Contact:**

**The Department of Business Development**
**Contract Review and Compliance Division**
**The Stephen P. Clarke Building**
**111 N.W. 1st Street 19th Floor**
**Miami, Florida 33128-1906**
**Phone Number: (305) 375-3111**
**Fax Number: (305) 375-2343**

# NOTICE

## County Code 2-11.16

## NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

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### RESPONSIBLE WAGES AND BENEFITS

**MINIMUM WAGES** You must be paid not less than the combined dollar value (Wage Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing based on the classifications listed on the wage and benefits schedule applicable to this project.

**OVERTIME** You must be paid not less than one and one-half times your wage rate for all hours worked over 40 hours a week. (Excluded from overtime pay are allowances for health & pension benefits.)

**APPRENTICES & TRAINEES** Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

**PENALTY** Liquidated damages of $200.00 per day per employee, may be assessed for failure to pay the required wage rates posted, in addition to payment of the underpaid wages to the employee.

**COMPLAINTS** Complaints of underpayment should be filed with:

**MIAMI-DADE COUNTY**
**DEPARTMENT OF BUSINESS DEVELOPMENT**
**111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975**
**TELEPHONE: (305)375-3111 FAX: (305)375-3160**
**WEB PAGE: www.miamidade.gov/dbd**

Fair Wage Affidavit

Before me, the undersigned authority appeared _____ (print name), the _____ (print title) of _____ (print name of Bidder or Proposer), who attests that _____ (print name of bidder or proposer) shall pay workers on the project minimum wage rates in accordance with Ordinance No.90-143, Section 2-11.16 of the Dade County Code, and the Labor Provisions of the contract documents.

STATE OF FLORIDA)
SS
COUNTY OF DADE )

The aforegoing instrument was acknowledged before me this _____ day of _____, 19___, by _____ on behalf of _____, who is personally known to me or has produced _____, as identification and who [ ] did [ ] did not take an oath.

Notary Signature:_____

Type or Print Name:_____

Notary Seal:_____

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
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| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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REMARKS:

| NAME AND TITLE | SIGNATURE |
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519 861

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

# SPECIAL PROVISIONS 2

# COMMUNITY WORKFORCE PROGRAM PARTICIPATION PROVISIONS

# MIAMI-DADE COUNTY
# FLORIDA

## Department of Business Development

## COMMUNITY WORKFORCE PROGRAM (CWP)

# PARTICIPATION PROVISIONS

**This Contract/Work Order has a 29% Community Workforce Goal**

**Department of Business Development (DBD)**
**175 N.W. 1st Avenue, 28th Floor**
**Miami, Florida 33128**
**Phone: (305) 349-5960 Fax: (305) 349-5915**

A copy of the governing Ordinance 03-237 (formerly 03-1) and Administrative Order 3-37 as amended under resolution R-124803, can be obtained from the Clerk of the Courts at the Stephen P. Clark Building, 111 NW 1st Street, Suite 17-202, Miami, Florida or via the Internet at www.co.miami-dade.fl.us/govaction/searchleg.asp

**Revised**
**November 2003**

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## I. DEFINITIONS:

**A.** *Capital Construction Contract* means the building and or improvement of a specific fixed asset as approved in the Capital Budget or, open contract infrastructure work where the individual work orders are distributed throughout the County.

**B.** *Construction Trade Work* means skilled laborers.

**C.** *Contract* means a contract for Capital Construction.

**D.** *Department* means department or agency administering a Capital Construction Contract to which a local workforce goal has been applied.

**E.** *Designated Target Area (DTA)* means any geographic area of Miami-Dade County designated as an Empowerment/Enterprise Zone, any geographic area of Miami-Dade County designated by the Board of County Commissioners as a Targeted Urban Area (TUA), Community Development Block Grant

(CDBG) Eligible Block Group or Focus Area.

**F.** *Enterprise Zone* means a geographic area of Miami-Dade County designated as an Enterprise Zone or a Satellite Enterprise Zone pursuant to the Florida Enterprise Zone Act of 1994, as amended.

**G.** *Empowerment Zone* means a geographical area of Miami-Dade County designated by the federal government as an empowerment zone.

**H.** *CDBG Eligible Block Group* means a geographical area whose residents are lower to moderate income.

**I.** *Focus Area* means a geographical area slated for economic revitalization.

**J.** *Job* means a specific trade such as painting, electrical, plumbing, etc., in which a person hired by the contractor or subcontractor as part of the workforce used towards a workforce goal compliance and which the length of the job may aggregate to less than 120 days due to the nature of the job. Jobs that will be less than 30 days for completion may not be considered towards compliance with a workforce goal.

**K.** *Labor Force* means individuals (the workforce) that may count towards compliance to a workforce goal.

**L.** *Labor Work* means unskilled construction work.

**M.** *Local Workforce Goal* means a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders be residents of a Designated Target Area.

**N.** *New Hire* means any individual meeting the requirement of resident as defined below, employed by the contractor or subcontractor and on the contractor's or subcontractor's payroll, pursuant to the County's approval of the Workforce Plan by the contractor or subcontractor to perform any construction trades work or labor under a contract to which a local workforce goal has been applied, and who remains employed by the contractor or subcontractor and performs the job as listed and approved on the contractor's or subcontractor's workforce plan to include any approved revisions to the workforce plan, for a minimum duration of one hundred twenty (120) days or the length of the job whichever is less.

**O.** *Resident* means a person who has resided in Miami-Dade County in any designated target area the past year (12 months).

**P.** *Review Committee or RC* means the committee established by the County Manager to review proposed contracts for the application of local workforce goals.

**Q.** *Scope of Services or Scope of Work* means the work to be performed under a Contract.

**R.** *Subcontractor* means any person, firm, entity, or organization at any tier, other than the employees of the contractor, performing construction trade work or labor under a Contract to which a local workforce goal has been applied pursuant to the governing ordinance. This term shall include employment agency furnishing personnel to a contractor or subcontractor.

**S.** *Targeted Urban Area* means a geographical area of Miami-Dade County that has been designated by the County Commission as a Targeted Urban Area under Section 30A-129 of the Code.

**T.** *Work* means the construction and services required by the contract including all labor, materials, equipment and services to be provided by the contractor to fulfill the contractor's obligations. The work may constitute the whole or a part of the contract.

**U.** *Workforce Plan or Plan* means a plan delineating the number and category of administrativ construction trades and labor personnel necessary to perform the work under a Capital Construction Contract to which a local workforce goal has been applied, and the proposed steps that will be taken to meet the goal. The Plan shall be organized by trade and indicate the number and category of positions already filled and the number and category of positions that require recruitment; the anticipated date that the hiring process will be initiated; the deadline for referrals; the anticipated position commencement date; and the duration of the position.

**V.** *Workforce Development Organization or WDO* means an organization providing construction trades skills training or providing skills training that is recognized and accepted by all federation members of the respective trade, who are instrumental in its design and provides certification

after participation, or apprenticeship training or any construction related training. The firm must be registered with the Department of Business Development (DBD).

**W.** *Workforce Recruitment/Referral Organization or WRO* means an organization providing qualified construction employment recruitment/referral services and employability skills training, including application process, interviewing, and appropriate attire. The organization must be registered with the Department of Business Development (DBD).

**X.** *Worker Training Program or WTP* is a certified training program, technical school, apprenticeship program or other such construction industry related training program.

**Y.** *Work Order* means issuance of specific work based on an open work contract with fixed unit prices.

## II. GENERAL INFORMATION:

Except where state, or federal laws or regulations mandate to the contrary, these provisions shall apply to all such Capital Construction Contracts/Work Orders entered into and issued by Miami-Dade County, its departments and agencies including the Public Health Trust or funded in whole or in part by County funds or with private funds on County property, for public improvements located in Designated Target Areas.

## III. PROGRAM OBJECTIVE:

The Community Workforce Program objective is to ensure the utilization of workers living in Designated Target Areas (DTAs) in which a capital construction project is located. It is an attempt to improve the economic condition of all traditionally underserved communities, within employment figures exceeding the national average. Additionally, it is an effort to ensure that public dollars for capital improvement projects benefit residents of the affected communities.

A percentage of the workforce performing construction trades and labor work under this contract must be residents of Designated Target Areas for a minimum period of twelve months (one (1) year) in accordance with Miami-Dade County's Community Workforce Program governing ordinance and administrative order.

These provisions are subject to changes and corrections. The awarded contractor agrees t comply with any changes to this document and any amendments to the governing Ordinance and respective Administrative Order during the life of this contract.

## IV. GOAL COMPLIANCE:

It shall be the responsibility of the Contractor to maintain compliance with the Local Workforce Goal utilizing direct employment or utilizing employment through the subcontractor's workforce.

i. If the primary contractor and the subcontractor, through written mutual agreement, agree that any portion of the workforce goal will be achieved through the subcontractor, then the subcontractor shall have the right to self recruit or select and utilize qualified WDOs or WROs. The primary contractor, however, retains full responsibility for meeting the established Workforce Goal.

ii. Persons designated in the approved Workforce Plan as already on the contractor's (or on any proposed subcontractor's) payroll at the time of approval who reside in the Designated Target Area in which the public improvement is located and who perform any construction trades or labor work of the awarded contract shall count towards meeting the local workforce goal. If additional workforce is needed to meet the goal, the contractor or any proposed subcontractors must recruit the required workforce from the DTA in which the public improvement is located. If the contractor or proposed subcontractors are unable to locate the remaining required workforce in part or in whole and provide sufficient written documentation to DBD that the required labor force was not available in the DTA in which the project is located, the contractor and any proposed subcontractors may count persons on their payroll that reside in another DTA or recruit from the nearest DTA to the location of the public improvement. Failure to submit said documentation may result in the contractor not meeting the Workforce Goal. Penalties and sanctions will apply and shall be enforced for all violations to the CWP.

iii. Each New Hire residing in a Designated Target Area who is hired to a position designated in the approved Workforce Plan and who performs construction trades work or labor work of the contract for a minimum duration of one hundred twenty days or the duration of the job may also count towards meeting the goal, provided the first priority in hiring for such position was given to persons residing in the Designated Target Area in which the public improvement is located.

iv. Notwithstanding anything to the contrary above, the contractor may in whole or in part, be relieved of the requirements of the Community Workforce Ordinance and the respective Administrative Order if such contractor can demonstrate to DBD that it has utilized its best efforts to achieve a goal, including but not limited to, documented evidence (i.e. telephone/fax logs, etc.) of attempted recruitment through all DBD registered WDOs and WROs, Miami-Dade County's Clearinghouse and other DBD available workforce databases .

<u>The following shall count towards compliance with a local workforce goal.</u>

- Submit Workforce Plan to the issuing/user department within fifteen (15) days of Notice of Award.
- Obtain approval of the Workforce Plan from the Department of Business Development (DBD) within 10 days of receipt from the issuing/ user department.
- Commenced work on the contract/project/work order after receipt of an approved Workforce Plan and issuance of Notice to Proceed.
- Received approval from DBD of any and all changes made to the Workforce Plan.

o Compliance with the established Workforce Goal in accordance with the established governing legislation.

o Submit Monthly Employee Report to DBD

## V. WORKFORCE PLAN:

The Contractor/Subcontractor, or its qualified WDO or WRO shall submit to DBD through the issuing department, a Workforce Plan outlining how the goal will be met within fifteen (15) days of notification of award

***The Plan shall specify at a minimum:***

1 The total number of persons that will be used by the contractor (as well as by all Subcontractors) to perform all of the construction trades and labor work of the contract, broken down by trade and labor category.

2 Minimum qualifications for each category.

3 Number of persons to be utilized in each category.

4 Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed Subcontractor's) payroll who reside in any Designated Target Area. Two (2) forms of proof or residency are required one of which must be a picture ID. Acceptable forms of proof includes: Voters register, Driver's license, State of Florida ID, Evidence of receipt of unemployment benefits, utility bill.

5 The total number of positions required by the Contractor (or by any proposed Subcontractors) to perform the construction trades and labor work under the contract and shall indicate the trade categories and minimum qualifications therefore of all such positions.

The Workforce Plan must be submitted to DBD by the issuing/user department. The plan must be reviewed and approved by DBD. The issuance of a Notice to Proceed does not indicate an acceptance of the Workforce Plan. The issuance of a Notice to Proceed prior to DBD's approval of any Workforce Plan submitted shall not be deemed a waiver of the requirements that a Plan be submitted and be approved.

A Contractor who does not have a plan for such contract approved by DBD at twenty-five percent (25%) completion of the contract may be subject to sanctions including, but not limited to, stop payment. In the event that at the contract completion the contractor does not achieve the established local workforce goal, liquidated damages equal to a minimum of $1,500.00 per position or the wages that would have been payable for such a position had the person(s) been hired for the position as listed on the approved workforce plan or any revisions to the workforce plan, which is greater, shall be assessed in accordance with the governing ordinance. Funds so obtained by the County shall be applied to the cost of the Community Workforce Program.

An updated Plan shall be submitted to DBD on a monthly basis. In the event that during the contract time a New Hire or a person identified in the Plan as already on the contractor(s) or subcontractor(s) payroll to meet the local workforce goal is replaced, the Contractor/Subcontractor is required to immediately contact DBD and notify DBD of the replacement. Notwithstanding anything to the contrary above, the contractor may in whole or in part be relieved from the requirements of the governing ordinance and respective A.O. if such Contractor can demonstrate to DBD that it has utilized its best efforts to achieve the goal in accordance with the prescribed Administrative Order

## VI. WDO and WRO REGISTRATION:

Contractors/Subcontractors may self-recruit, or recruit through MDC Clearinghouse utilize a WDO or WRO to locate workforce to meet their CWP goal. DBD shall register WDOs and WROs, and shall maintain and publish an updated list of WDOs and WROs, identifying areas of expertise and services. DBD shall collect, assemble, and verify information needed to establish eligibility for such registration. To register as a WDO or WRO contact DBD at (305) 349-5960 or visit DBD's website at www.miamidade.gov/DBD.

## VII. COMPENSATION TO WDO or WRO FOR PLACEMENT OF NEW HIRE:

The following applies to all contracts to which a local workforce goal has been applied.

i. WDOs may be eligible to receive a fee of $750 for the collective training, referral and placement, of each New Hire from a Designated Target Area on such contracts.
ii. WDO/WROs may be eligible to receive a fee of $500 for the collective referral and placement of each New Hire from a Designated Target Area on such contracts
iii. These fees are contingent on the New Hire remaining employed for a minimum of one hundred twenty (120) days or the duration of the project, whichever is less.

## VIII. MONITORING:

The County shall maintain staff for the purpose of monitoring compliance with the Community Workforce Goal. Assigned individuals will be on site quarterly to review the progress towards meeting the local workforce goal. The contractor, WDO, WRO, and all subcontractors performing work on a contract to which a local workforce goal has been applied shall maintain, and make readily available, all records pertaining to employment by the contractor and Subcontractors on the contract. The contractor shall submit monthly reports itemizing, by trade, all New Hires performing work under the contract including, but not limited to the trade, the time period the work was performed and the permanent residence. DBD shall conduct payroll audits of the contractor's monthly certified payrolls itemizing, by respective trades, all New Hires performing work under the contract, time periods during which work was performed, and permanent residence addresses.

## IX. ACCESSING INCENTIVES:

It is the County's plan to encourage contractors to access incentives available in Designated Target Areas. Included are incentives established for Enterprise/Empowerment Zones, and Targeted Urban Areas such as the Work Opportunity Tax Credit, Business Registry Incentives, and Qualified Targeted Industries Incentives (QTI), and other applicable incentives. A contractor, WDO or WRO, is responsible for applying for any incentive for which they may be eligible. The contractor may utilize economic and business development organizations such as the Beacon Council, Empowerment Trust, Miami-Dade County's Office of Community and Economic Development (OCED), WDOs, WROs as well as other related organizations to access such incentives.

## X. SANCTIONS FOR CONTRACTUAL VIOLATIONS:

Not withstanding any other penalties or sanctions provided by law, a contractor's violation of or

failure to comply with this ordinance or this Administrative Order may result in the imposition of one or more of the following sanctions:

i. The suspension of any payment of part thereof until such time as the issues concerning compliance are resolved; and/or

ii. Work stoppage; and/or

iii. Termination, suspension, or cancellation of the contract in whole or part; and

iv. In the event that at contract completion the contractor does not achieve the established local workforce goal, liquidated damages not less than $1,500.00 per position, or by the wages that would have been payable commiserate with such a position had the person(s) been employed by the contractor as listed on the approved workforce plan to include all approved revisions to the workforce plan, whichever is greater, shall be assessed in accordance with the governing ordinance. Funds so retained by the County shall be applied to the costs of the Community Workforce Program.

v. In the event contractor attempts to comply with the provisions of the governing ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Code of Miami-Dade County, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the contractor committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above stated sanctions on any other contracts or subcontracts the contractor has on County projects. In each instance, the contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The contractor may also be subject to debarment.

vi. The County Manager or his or her designee may issue a Stop Payment against current and future payments on a contract where the contractor who has not submitted or does not have a DBD approved Workforce Plan at contract commencement or at the 25 percent (25%) completion point for such contract.

## XI. APPEALS PROCESS

A. Upon a determination of non-compliance with the requirements of Ordinance 03237, Administrative Order 3-37 as amended under resolution R-1248-03, or implementing bid documents, which decision will be final unless appealed, DBD shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

B. The affected party may appeal the determination by filing a written appeal with the Director of DBD within fifteen (15) days of receipt of the notice.

C. DBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.

**D.** Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

**E.** This appeals process does not apply to appeals of decisions made pursuant to contract documents implementing the Community Workforce program when such contract documents provide procedures for appeals of such decisions

CONTRACT NO.:_____ **Workforce Plan** MDC/DBD Workforce Goal:__% **Monthly Employee Report (MER)**

Reporting Period: From:_____ to _____

Reporting Period: From: ---------- To: ----------

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| Employee SS# | Last Name | First Name | Address | City | Zip Code | Proof of Residency ( specify types) | Classifification hired for | Total hours worked - this period | Gross Earning - prior month | Ethnicity | Date of Hire | End date | CH | WRO(insert name of WRO) | |
| **Primary Contractor** | | | | | | | | | | | | | | | |
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| **Subcontractor** | | | | | | | | | | | | | | | |
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Executed by:

Signature of Affiant Sworn before me: Day of 200_

Printed Name of Affiant Notary Public

Legend: WDO= Workforce Development Organization WRO= Workforce Recruitment/Referral Organization Form: CWP-02 CH= Clearinghouse Revised 11/03

CONTRACT NO.:_____

Workforce Goal:___%

**Workforce Plan**

**Monthly Employee Report (MER)**

Reporting Period: From:_____ to _____

ct is located

Legend: WDO= Workforce Development Organization WRO= Workforce Recruitment/Referral Organization Form: CWP-02 CH= Clearinghouse Revised 11/03

Contract/Work Order No.:_____ **Workforce Plan** MDC/DBD WORKFORCE GOAL: ___%

| (A) | (B) | (C) | D | E | F | G |
|---|---|---|---|---|---|---|
| COMPANY NAME: Primary Contractor (PC) must be listed on the first line then list the Subcontractors(SB) | Trade | Total positoins assigned to project | # of positions in (C ) filled by staff currently on payroll | # of positions to be filled to meet CWP goal | GENERAL LABOR (GL) OR TRADE SKILLED (T). If Trade skills required, specify level of training and license required if applicable) | Anticip. start d |
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*** The following must be included as part of the Workforce Plan:**

List of all Workforce (laborforce) already on payroll that will be used towards complaince with the Workforce Goal

Proof of existing Workforce residency for the past year (12 months): Address, Social Security Number, Picture ID (Drivers license, State issued

ID)

Project/Work they will be performing and the duration of that job.

**Notes**: -Workforce is required to be on the job for a minimum of 120 days or the length of the job whichever is less, in order to qualify toward compliance with a Workforce Goal

in accordance with Ordinance 03-237 (formerly 03-1).

-Workforce must meet the requirements as outlined in the governing legislation.

Form: CWP-01

-You may make copies of this form or attach additional sheets if needed.

Revised 11/03

Contract/Work Order No.:_____ **Workforce Plan** MDC/DBD WORKFORCE GOAL: ___%

Revised 11/03

# PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH - 347 Inst.)

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT

| (1) | (2) (3) | (4) DAY AND DATE (5) (6) | (7) | | | (8) |
|---|---|---|---|---|---|---|
| NAME, ADDRESS, AND SOCIAL SECURITY NUMBEROF EMPLOYEE | O NO. OF WORK S w/holding Classifications Exemptions | TOTAL RATE HOURS WORKED EACH DAY HOURS OF PAY/hr. OVERTIME(O) / STRAIGHT (S) | GROSS AMOUNT EARNED | FICA | WITH - HOLDING TAX | DEDUCT |
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162

DATE _____

I, _____ in the contract have been or will be made to appropriate programs for the benefit of such employees, except as

NAME OF SIGNATORY PARTY noted in Section 4(c) below.

do hereby state:

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

(1) That I pay or supervise the payment of the persons employed by

_____ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount _____ on the

_____ not less than

(CONTRACTOR OR SUBCONTRACTOR) (BUILDING OR WORK)

_____; that during the payroll period commencing on the _____ day of _____ ,

19_____, and ending the _____ day of _____,

19_____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full

(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly form the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 (F R Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,63 Stat.

108, 72 State. 967; 76 Stat. 357, 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage

rates contained in any wage determination incorporated into the contract; that the classification set forth therein for each laborer or mechanic confiorm with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship Training, United States Department of Labor , or if no such recognized agency exists in a State, are registered with the Bureau

| EXCEPTION (CRAFT) | EXPLANATION |
| --- | --- |
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| | |
| REMARKS | |

of Apprenticeship and Training, United States Department of Labor.

**(4) That:**

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

| NAME AND TITLE | SIGNATURE |
|---|---|
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SEC 231 OF TITLE 31 OF THE U.S. CODE. | |

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed

Form CWP-03

# SPECIAL PROVISIONS 3

# PROCEDURES FOR REQUESTING CONSTRUCTION RELATED RECORDS FROM MDAD

## I. AUTHORITY

A. Florida Statute 119.071, Subsection (3), Paragraph (b), Inspection, Examination, and Duplication of Records; Exemptions, as amended.

"Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature."

## II. CONSTRUCTION-RELATED RECORDS

According to federal and state laws, construction related documents of governmental facilities are vulnerable to unlawful interference. In order to comply with the requirements of these laws, MDAD has created two main categories to handle requests for copies of Aviation records that might be exempt from the public records laws.

A. New Construction-Related Records During Bid Phases:

1. The licensed Architect, Engineer, or Contractor authorized to represent a Bidder must sign a Confidentiality Affidavit, copy attached, stating that they are cognizant of the exempt status of the Proposal Documents and that they will be held responsible for maintaining that status.

2. Firms purchasing Proposal Documents will be charged for those documents as set forth in the Advertisement for Proposals.

3. For all other requests for construction-related records *(During bid phases)*, a Bidder must obtain a Request for Copies of MDAD New Construction-Related Records Form and have it signed by the Project Manager. The licensed Architect, Engineer, or Contractor authorized to represent a Bidder must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the requested documents and that they will be held responsible for maintaining that status. Firms will be charged the actual reproduction cost to MDAD of producing any such requested documents.

B. As Built, Existing, and New Construction-Related Records During Non-Bid Phases:

1. A licensed Architect, Engineer or Contractor under contract with MDAD must obtain a Request for Copies of MDAD Construction-Related Records *(During non-bid phases)* Form and have it signed by the Project Manager.

2. A licensed Architect, Engineer, or Contractor under contract with MDAD must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the records they have been given access to and that they will be held responsible for maintaining that status.

3. Firms requesting construction-related records *(During non-bid phases)* will be charged in accordance with Section II. A. 3. above

## III. CONTROL OF CONSTRUCTION-RELATED RECORDS

A.. In addition to the above requirements, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which include but is not limited to:

1. Each Subcontractor that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner.

2. The Contractor and Subcontractors agree in writing that the project documents are to be kept and maintained in a secure location.

3. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

4. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

B. The Contractor is advised that the sole authority as to the release, or disclosure, of any project related documents to any third party, other than a Subcontractor, supplier, materialmen, or reproduction company, rests with the Director of the Miami Dade Aviation Department, or his/her designee. The Contractor shall not release any contractual related documents to any third party that is not directly related to the project work, or does not have a need to know.

C. As a condition of Final Acceptance, the Contractor will return all of the Contractual Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County.

## SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the Contract dated _____, 20 ___, between Principal and Miami-Dade County for the construction of _____ Project No. _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of **One Million Five Hundred Thousand Dollars (U.S. dollars) $1,500,000.00**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1 . Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

## SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 ___.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

MIAMI INTERNATIONAL AIRPORT

# PROJECT ORDER DRAFT

MIAMI-DADE COUNTY

**Civil Environmental Engineering Division**

Asbestos Hazardous Material Removal Contract

**MDAD Contract No.** ITB No MDAD-03-06

## ANNOUNCEMENT FOR BIDS

Sealed bids for : _____
Project Order Number: _____

1. Shall be received by Dade County Aviation Department on _____ at 2:00 PM in a Conference Room of the Environmental Engineering Division, in Building 5A at Miami International Airport 4200 NW 36th Street, Miami, Florida 33122. Plans and Specifications for said project may be obtained after _____ _from the Miami Office of _____, Phone _____. One set of documents wil be supplied at no cost to the bidder.

2. SCOPE: To provide all labor, material, equipment, supervision, and services as necessary to complete the work. All work shall be in accordance with the Project Manual and Plan of Action prepared by _____ dated _____ and in accordance with all Federal, State and Local Asbestos Abatement Rules and Regulations.

3. Time of Completion: ____ calendar days from NTP.

4. If mailed, bids shall be addressed to:

   Miami-Dade Aviation Department
   Civil Environmental Engineering Division
   Miami International Airport
   Bldg. 5A, 1st Floor
   P.O. Box 025504
   Miami, Florida 33102-5504

   and plainly marked on the outside of the sealed envelope "_____" Project Order Number _____ under the Asbestos Hazardous Material Removal Contract. Mailed bids must be received by the above mentioned addressee prior to the time and date specified in Article 1 above.

5. Bid preparation shall be in accordance with the instructions to bidders found in the Project Manual and Plan of Action. Please note that only Contractors who entered into the Non-Exclusive Asbestos Contract with the County shall submit a bid. The County reserves the right to waive any and all informalities and irregularities, and to reject any or all bids.

6. Pre-bid Conference: Pre-bid Conference and walk-through of the facilities shall be held on _____ at 10:00 at the Building Site. A representative from each of the Asbestos Contractors **MUST** ATTEND THE Pre-bid Conference and walk-through.

7. The provisions of Contract Documents for the Asbestos Hazardous Material Removal Contract are incorproated herein by reference thereto. Each Asbestos contractor has copies of the Contract Documents.

By: _____ _____
Civil Environmental Engineering Division Date

**SURETY PERFORMANCE AND PAYMENT BOND**
**ASBESTOS HAZARDOUS MATERIAL REMOVAL CONTRACT**

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the Contract dated _____, 20 ___, between Principal and Miami-Dade County for the construction of _____
Project No. _____ (hereinafter referred to as "PO") the terms of which PO are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____
as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ **(U.S. dollars) $**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1 . Performs all the Work under the PO, including but not limited to guarantees, warranties and the curing of latent defects, said Contract and PO being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the PO; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the PO, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the PO; and

4. Performs the guarantee of all Work and materials furnished under the PO for the time specified in the PO, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the PO or Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the PO, the changes does not affect Surety's obligation under this Bond.

**SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 ___.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

MIAMI INTERNATIONAL AIRPORT

**MIAMI-DADE COUNTY**

**BID FORM (PROJECT ORDER PROPOSAL POP)** **ITB NO. MDAD-03-06**

Aviation Department Civil Environmental Engineering Division Date: _____

Asbestos Hazardous Material Contract Project Order No.: _____

MDAD Contract No.: ITB No. MDAD-03-06
Project Name: _____
To Contractor: _____

(This form must be submitted in duplicate – One original and One copy)

Date: _____
Bidder: _____
Address: _____
_____

The bidder declares that he has examined the site of work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and other Contract Document relative thereto, including the Contract Bid Notification, Bidding Procedures and Instructions to Bidders, any and Supplemental Conditions, and acknowledges the Addenda through as acknowledge below; and that he has satisfied himself as to the work to be performed, and the time within which it is to be completed.

The Bidder agrees, if this Bid is accepted, to contract with _____ in the form of a Project Order to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor all means, methods, techniques, sequences, procedures and incidentals necessary to construct and complete, within the time specified, the work covered by this Bid Form and other Contract Documents for:

Project Order Number: _____ entitled _____
a part of Miami Dade County: Asbestos Hazardous Material Removal Contract MDAD Contract No: ITB No. MDAD-03-06 at _____, to furnish the prescribed Performance and Payment bond, in an amount not less that the total Contract price, if price is greater than $200,000.00 (This may be required at the discretion of the Department); and to furnish evidence of Insurance before he begins work.

The Bidder further agrees not to withdraw this Bid for a period of thirty (30) days after the times set for the opening of Bids.

The Bidder agrees that he will comply with Miami Dade County Aviation Department requirements described in the Contract Documents.

The Bidder agrees that, in case of unit price items if any, the quantities and cost of the work stated in the Schedule of Prices Bid are estimates only and may be increased or decreased as provided in General Conditions.

The Bidder agrees to accept as full compensation for all work required to complete the Contract, the prices set forth in the attached Schedule of Prices Bid:

**THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:**

**COMMUNITY WORKFORCE PROGRAM (CWP)**

Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders be residents of a Designated Target Area.

The Bidder shall comply with a _____% Community Workforce Goal for this Project Order as required by the Community Workforce Program Participation Provisions, Special Provisions 3.

**CWP LIQUIDATED DAMAGES:** In the event that at Project Order completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of $1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

**PROJECT ORDER TIME**: Completion of the Work within the Project Order Time is of the essence. The Project Order Time for this Work is _____ calendar days from the effective date established in the Notice To Proceed.

**LIQUIDATED DAMAGES**: Liquidated Damages at the rate of $ _____ per day, will be deducted from the Project Order amount for each calendar day of delay due to a Non-Excusable Delay.

**LIQUIDATED INDIRECT COSTS:** Liquidated Indirect Costs recoverable by the Contractor, shall be $_____ per day for each day the project is delayed up to _____days due to a Compensable Excusable Delay.

**RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16**: In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

**COMPENSATION**: To accept as full compensation for all Work required to complete the Project Order, the prices named therefore in the following Schedule of Prices Bid:

BID FORM

**ITB NO. MDAD-03-06**

**SCHEDULE OF PRICES BID**

(Enter here description of bid items, quantities and spaces for entering unit and lump sum prices, unit price item and lump sum item amounts, and total bid amount.) Price includes tax, insurance, and bond (if required).

Total Bid Amount: (Lump Sum) $ _____

**Acknowledgement of Addenda**

Addendum No.: _____ Signature: _____ Date: _____

Addendum No.: _____ Signature: _____ Date: _____

Addendum No.: _____ Signature: _____ Date: _____

**Bid Signature for Sole Proprietor Partnership**

The full names and residence of persons, partners of firms interested n the foregoing Bid, as principals, are as follows:

_____ _____

_____ _____

_____ _____

**Bid Signature for Corporation**

The officers of the Corporation are as follows:

| | Name | Address |
|---|---|---|
| President: | _____ | _____ |
| Vice President: | _____ | _____ |
| Secretary: | _____ | _____ |
| Treasure: | _____ | _____ |

Miami Dade County Certification of Competency/State of Florida Certificate of Certification

_____ _____
Name of Holder Certificate

Post Office Addresses: Bidder:

_____ _____
Corporate Name

_____ By: _____
President

State in which Chartered _____ Attest: _____
Secretary

Registry with Florida Secretary of State, if Foreign:

(Corporate Seal)

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# PROJECT ORDER (PO)

**Aviation Department – Civil Environmental Engineering Division**
**Asbestos Hazardous Material Removal Contract**

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THIS PO made and entered into as of the___ day of ___ 200_, by the and between Dade County, Florida, by the Director of the Dade County Aviation Department, hereinafter called the County and _____ hereinafter called the Contractor:

WITNESSETH, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this PO within the time specified, in strict and entire conformity with the Contract, Plans, Technical Specifications, the Project Order Draft and any addenda and the Project Order Proposal which are hereby incorporated into this PO by reference, for;

PROJECT TITLE: _____ ***PROJECT NO: ITB No. MDAD-03-06***

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, its officers, agents or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay the Contractor for the said work, when fully completed, the total sum of _____ consisting of the following accepted items or schedules of work as taken from the Bid Form:

| | |
|---|---|
| **Base Bid** | $ _____ |
| **Allowance Accounts** | $ _____ |
| **Alternate No. (add) (deduct)** | $ _____ |
| **Liquidated Damages** | $ _____ |
| **Liquidated Indirect Costs** | $ _____ |
| **N.T. P. DATE (NTP)** | _____ |
| **Time Of Completion** | _____ |
| **TOTAL PROJECT ORDER AMOUNT** | $ _____ |
| **Inspector General** | $ _____ |

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

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

MIAMI DADE COUNTY, FLORIDA

**By:** _____

Narinder S. Jolly
Assistant Aviation Director
Facilities Development

_____

Pedro F. Hernandez, P.E., Division Director
Civil Environmental Engineering

_____

**Budget Code**

**CONTRACTOR (If Corporation)**

_____

(Corporate Name)

By: _____

President

Attest: _____

Secretary

**(CORPORATE SEAL)**