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

Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Resolution No. R-1072-10

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Oleta River State Park Exotic Vegetation Removal Project - Project No. OLR-01, Contract No. OLR-01A to Pabon Engineering, Inc.

Recommendation

This Recommendation for Award for Construction Contract Number OLR-01A between Pabon Engineering, Inc. and Miami-Dade County has been prepared by the Department of Environmental Resources Management (DERM) and is recommended for approval at no cost to the County in furtherance and subject to approval of the plea agreement between the State Attorney's Office and Pabon Engineering, Inc. in connection with case F09-32784D, substantially in the form attached. Approval of the Plea Agreement and commencement of the contract work shall occur on or before March 31, 2011.

Delegation of Authority – The authority of the Mayor or Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority requested for this contract is as follows:

No additional authority is sought within the body of the contract.

Background

BACKGROUND: This project is the initial phase of a proposed hammock restoration project within the Oleta River State Park. This initial phase is to occur at no cost to the County under a State Attorney's Office Plea Agreement with Pabon Engineering, Inc. (see Exhibit 1). The State Attorney's Office (SAO) Plea Agreement is in connection with case F09-32784D, resulting from the SAO's Charge by Information dated November 4, 2009. The contract recommended for award (Contract Number OLR-01A) is shown in Exhibit 4.

Scope:

PROJECT NAME: Oleta River State Park Exotic Vegetation Removal Project

PROJECT NO. OLR-01

CONTRACT NO. OLR-01A

PROJECT DESCRIPTION: The proposed work associated with this project shall take place within the Oleta River State Park. The work will consist of the clearing of heavy vegetation over areas measuring approximately 10 acres. Once all vegetation is cleared, the areas will be evenly graded to ensure a uniform final grade. All vegetation, including root system cleared from the approximate 10 acre area shall be mulched and spread on-site.

PROJECT LOCATION: Oleta River State Park, located at 3400 NE 163rd Street (Section: 15, 16, 21, 22, Township: 52, Range: 42)

PROJECT SITES:	N/A
PRIMARY COMMISSION DISTRICT:	District 4
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Department of Environmental Resources Management
MANAGING DEPARTMENT:	Department of Environmental Resources Management

Fiscal Impact/Funding Source

FUNDING SOURCE:	Project to be implemented at no cost to Miami-Dade County
OPERATIONS COST IMPACT/FUNDING:	Upon completion of the mitigation by DERM and its contractors, the State of Florida shall be responsible for the management of this property.
MAINTENANCE COST IMPACT/ FUNDING:	Upon completion of the mitigation by DERM and its contractors, the State of Florida shall be responsible for the maintenance of this property.
LIFE EXPECTANCY OF ASSET:	Over 100 years (Protected Wetlands Area)
PTP FUNDING:	Not Applicable
GOB FUNDING:	Not Applicable
ARRA FUNDING:	Not Applicable
CAPITAL BUDGET PROJECTS:	Not Applicable
PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	State of Florida General Contractor's License, General Engineering or General Building
BID PACKAGES ISSUES:	Not Applicable
BIDS RECEIVED:	Not Applicable
CONTRACT PERIOD:	120 days
CONTINGENCY PERIOD:	12 Days

IG FEE INCLUDED IN BASE CONTRACT:	Not Applicable
ART IN PUBLIC PLACES:	Not Applicable
BASE ESTIMATE:	$80,000.00
BASE CONTRACT AMOUNT:	Work to be done at no cost to the County
CONTINGENCY ALLOWANCE (SEC. 2-8.1 MIAMI-DADE COUNTY CODE):	Not Applicable
Track Record/Monitor SBD HISTORY OF VIOLATIONS:	Refer to plea agreement between the State Attorney's Office and Pabon Engineering, Inc. in connection with case F09-32784D, substantially in the form attached (Exhibit 1).
EXPLANATION:	(See Exhibit 1)
BID OPEN DATE:	Not Applicable
BID BOND EXPIRES:	Not Applicable
BID VALID UNTIL:	Not Applicable
ESTIMATED NOTICE TO PROCEED:	10/25/2010
PRIME CONTRACTOR:	Pabon Engineering Inc.
COMPANY PRINCIPAL:	Anibal Pabon
COMPANY QUALIFIER:	TBD
COMPANY EMAIL ADDRESS:	Not Listed
COMPANY STREET ADRESSS:	28705 SW 132nd Avenue, Suite 110
COMPANY CITY-STATE-ZIP:	Homestead, Florida 33033
YEARS IN BUSINESS:	9
PREVIOUS	According to the Capital Improvements Information System (Exhibit 2)

CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	provided by the Office of Capital Improvements through 6/25/2010, Pabon Engineering Inc., has been awarded six (6) projects with a total value of $2,009,208.00 from Miami-Dade County. Of the six (6) projects, five (5) were completed and one (1) was cancelled. No information regarding approved change orders was found.
SUB CONTRACTOR AND SUPPLIERS (SEC 10-34 MIAMI-DADE CODE):	YES
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes, a review of the Capital Improvements Information System (Exhibit 3) demonstrates that eleven (11) "interim" or "completion of construction" evaluations exist through 6/25/10. The average evaluation score for Pabon Engineering Inc. is 3.3. All projects listed were evaluated by County Staff and range in disciplines and specialty.
STANDARD PAYMENT AND PERFORMANCE BOND:	YES
REVIEW COMMITTEE:	MEETING DATE: N/A SIGNOFF DATE: N/A
APPLICABLE WAGES (RESO No. R-54-10):	YES
REVIEW COMM. ASSIGNED CONTRACT MEASURES:	Not Applicable
MANDATORY CLEARING HOUSE:	YES
CONTRACT MGR NAME/PHONE/EMAIL:	Juan Curiel 305-372-6424 curiej@miamidade.gov
PROJECT MGR NAME/PHONE/EMAIL:	Juan Curiel 305-372-6424 curiej@miamidade.gov

---

APPROVED AS TO LEGAL SUFFICIENCY:

COUNTY ATTORNEY DATE

ASSISTANT COUNTY MANAGER DATE

CLERK DATE:

DATE

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 4, 2010

FROM: R. A. Cuevas, Jr. County Attorney

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

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved_____ Mayor

Veto _____

Override _____

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

11-4-10

RESOLUTION NO. R-1072-10

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A CONTRACT WITH PABON ENGINEERING, INC. AT NO COST TO THE COUNTY IN FURTHERANCE AND SUBJECT TO THE APPROVAL OF THE PLEA AGREEMENT WITH THE STATE ATTORNEY'S OFFICE FOR EXOTIC VEGETATION REMOVAL IN THE OLETA RIVER STATE PARK; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes the Mayor or Mayor's designee to execute a contract with Pabon Engineering, Inc. at no cost to the County for exotic vegetation removal at the Oleta River State Park (Project No. OLR-01, Contract No. OLR-01A) in furtherance and subject to the execution of the plea agreement between the State Attorney's Office and Pabon Engineering, Inc. in connection with case F09-32784D, substantially in the form attached hereto; and to exercise any and all rights conferred therein.

6

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. 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

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

EXHIBIT 1

STATE ATTORNEY'S OFFICE–DIVERSION REFERRAL FORM

Pre-Trial Diversion Program

6501 Northwest 36 Street, 2nd Floor
Miami, Florida 33166 • Phone: (305) 874-1017

Defendant's Name: Anibal Pabon Pabon Engineering

Case Number: F09-32784D Judge: John Thornton

ASA: Isis Perez Approval: _____

Arraignment Date: _____ Referral Date: _____

RESTITUTION: Yes ☐ No ☐ Amount: _____

Victim Agrees: Yes ☒ No ☐ Officer Agrees: Yes ☒ No ☐

S.A.V.E. Program/Other Contribution: Amount: _____

Special Conditions: Project Description (See Attached)

☐ **Littering Case:** $35.00 contribution to: Crime Stoppers of Dade County, Inc., 9105 NW 25 Street, Room 1040, Miami, FL 33172

Victim Data

Victim's Name: Miami-Dade County

Victim's Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

Alternate Contact/Name: _____ Phone: _____

If not S.A.V.E., monetary contribution to be sent to:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Contact: _____

Rev. 8/99

EXHIBIT 1

PROJECT DESCRIPTION:	"The proposed work associated with this project shall take place within the Oleta River State Park. The work will consist of the clearing of heavy vegetation over areas measuring approximately 10 acres. Once all vegetation is cleared, the areas will be evenly graded to ensure a uniform final grade. All vegetation, including root system cleared from the approximate 10 acre area shall be mulched and spread on-site."
PROJECT LOCATION:	Oleta River State Park/FIU Biscayne Bay Campus, located at 3400 N.E. 163'dStreet(Section: I5,I6,2I,22,Township: 52,Range:42)

EXHIBIT 1

OFFICE OF THE STATE ATTORNEY
ELEVENTH JUDICIAL CIRCUIT

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

INTEROFFICE MEMORANDUM

TO: Hugo Benitez
Assistant County Attorney
Marina Blanco-Pape
Chief, Water Management Division
Gary Milano
Project Supervisor DERM
Joseph Centorino
Assistant State Attorney
Division Chief, Public Corruption Unit

DATE: 6/29/10

DEFT NAME: George Munne for American Earth Movers (AEM), Anibal Pavon for Pavon Engineering, Inc.

CASE NO: F09-32784

RE: Plea Agreement

FROM: Isis M. Perez
Assistant State Attorney
Public Corruption Unit

The proposed conditions of a plea resolution would be Pre Trial Intervention with the following conditions:

A. American Earth Movers, Inc (AEM) shall perform work within the Oleta River State Park and The Biscayne Bay Campus of Florida International University consisting of the clearing of heavy vegetation over areas measuring approximately 20 acres. Once all vegetation is cleared, the areas will be evenly graded to ensure a uniform final grade. All vegetation, including root system cleared from the approximate 20 acre area shall be mulched and spread to a maximum depth of six (6) inches in a designated area of the park property

B. That AEM voluntarily abstain from bidding for an additional six months from any Small Business Department participation contract.

C. AEM pay the cost of investigation to Miami Dade Police Department (MDPD). This cost is to be paid by AEM in total

D. AEM pay the cost of prosecution in the amount of $1000.00. This cost is to be paid by AEM in total.

E. PAVON ENGINEERING, INC. , shall perform work within Oleta River State Park consisting of the clearing of heavy vegetation over areas measuring approximately 10 acres. Once all vegetation is cleared, the areas will be evenly graded to ensure a uniform final grade. All vegetation, including root system cleared from the approximate 10 acre area shall be mulched and spread on-site.

F. The other defendants are employees of either AEM or Pavon, they will perform community service to be determined by the State, which does not require approval from the Board of County Commissioners

Please Recycle

0449|C:\Documents And Settings\Papem\Local Settings\Temporary Internet Files\Content.Outlook\8IQT1LBI\Memo To Benitezblanca Re PTI.Docx|p

Find Contracts With Search String ==> | Projects | Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Friday, June 25, 2010

All Contracts for FEIN 10569389
Pabon Engineering, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
2	PW	7360	20070588	Drainage Improvment Project NW	Pabon Engineering, Inc.	N/A	$355,388	6/1/2007	0% / Cancelled
9	PR	7040	42510-43470	Colonial Drive Park Sanitary S	Pabon Engineering, Inc.	6/23/2009	$91,090	4/6/2010	100% / Closed
1	WS	7040	GOB-UWME-11	8-INCH WATER MAIN EXTENSION	Pabon Engineering, Inc.	4/19/2008	$287,351	9/2/2008	100% / Closed
0	WS	7040	GOB-UWMR-197	8-INCH WATER MAIN EXTENSION	Pabon Engineering, Inc.	3/9/2008	$298,308	7/8/2008	100% / Closed
0	WS	7040	T0952	Installation of 8	Pabon Engineering, Inc.	11/15/2008	$554,850	6/24/2009	100% / Closed
0	WS	7040	T1042	NAP Project QN26A 8	Pabon Engineering, Inc.	5/9/2009	$422,221	10/21/2009	100% / Closed
					Totals:	6	$2,009,208		

EXHIBIT 2

* Yellow Status=Inactive Contract

MCC Status View | Exit | Projects | Goto Top

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	GOB-UWMR-197	7040	Pabon Engineering, Inc.	1/2/2008	Felix Valdes	Interim	4.0
WS	GOB-UWME-11	7040	Pabon Engineering, Inc.	1/2/2008	Felix Valdes	Interim	3.3
WS	GOB-UWME-11	7040	Pabon Engineering, Inc.	2/8/2008	Felix Valdes	Completion of construction	3.3
WS	GOB-UWMR-197	7040	Pabon Engineering, Inc.	4/14/2008	Felix Valdes	Completion of construction	3.5
WS	GOB-UWME-11	7040	Pabon Engineering, Inc.	6/5/2008	Felix Valdes	Project conclusion or closeout	3.5
WS	T0952	7040	Pabon Engineering, Inc.	9/17/2008	Nelson Cespedes	Interim	2.7
WS	T0952	7040	Pabon Engineering, Inc.	12/4/2008	Nelson Cespedes	Completion of construction	3.0
WS	T0952	7040	Pabon Engineering, Inc.	4/1/2009	Nelson Cespedes	Project conclusion or closeout	3.0
WS	T1042	7040	Pabon Engineering, Inc.	7/2/2009	Raul Caballero	Project conclusion or closeout	3.6
PR	42510-43470	7040	Pabon Engineering, Inc.	7/10/2009	Dave Thomason	Completion of construction	2.8
PR	42510-43470	7040	Pabon Engineering, Inc.	4/1/2010	Dave Thomason	Project conclusion or closeout	3.3

Evaluation Count: 11 Contractors: 1 Average Evaluation: 3.3

Exit

EXHIBIT 3

12

INSTRUCTIONS TO PROSPECTIVE CONTRACTOR

1. DEFINITIONS

When used in the Contract Documents (hereinafter defined),

- The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural;

- "and" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires;

- "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise;

- Wherever the words "Board of County Commissioners", "Chairman, Board of County Commissioners", or other similar statements appear in these contract documents in reference to the execution of any documents as part of this Contract, it shall mean; The Mayor, or designee of the Mayor, of Miami-Dade County, shall execute all documents related to this Contract on behalf of the Miami-Dade County Board of County Commissioners.

- As an exception to the above, Performance and Payment Bonds shall still be written in the name of Miami-Dade County, Florida, acting by and through the Board of County Commissioners of Miami-Dade County, Florida.

- "Base Bid", "Base Proposal Items" shall mean the total of all proposal items the Contractor has agreed to perform pursuant to the execution of the State Attorney's Office Plea Agreement approved by the Miami-Dade County Board of County Commisssioners.

- "Bidder" see "Respondent".

- "Bid Package" see "Contract Offering"

- "Change Order" shall mean an amendment to the Contract Documents which requires the signature of the Contractor and approval of the Board of County Commissioners **(NOT APPLICABLE)**

- "Code" see "Miami-Dade County Code of Ordinances"

- "Commission" or "County Commissioners" shall mean the Board of County Commissioners of Miami-Dade County, and their successors in office.

- "Contingency Allowance" shall mean an account that establishes a specific amount of time to be used to perform unknown or unanticipated work, as directed by the Engineer, which is necessary to satisfactorily complete the project to its' full capacity, functional ability and comply with all safety and health requirements.

INSTRUCTIONS TO PROSPECTIVE CONTRACTOR

- "Contract Documents" shall mean and include the documents listed in this definition: The order of priority / precedence is as identified to the left of the following check boxes. Should there be a conflict in the terms as written between two of the components of the Contract, the component with the lowest number shall take precedence.

  _ ☐ Index of Contract Documents
  _ ☐ Questionnaire
  _ ☐ Advertisement for Bids **(NOT APPLICABLE)**
  _ ☒ Instructions to Prospective Contractors
  _ ☒ Code and Ordinance Requirements
  _ ☒ Protest Information **(NOT APPLICABLE)**
  _ ☒ Combined Affidavit
  _ ☒ Specific Code / Affidavits Applications (Checklist)
  _ ☒ Ownership Disclosure Form
  _ ☐ Community Workforce Program; Job Order Request Form
  _ ☐ Contract
  _ ☐ Bid Bond **(NOT APPLICABLE)**
  _ ☐ Performance and Payment Bond (if required, Bid Bond is required)
  _ ☐ Proposal **(NOT APPLICABLE)**
  _ ☐ Financial Statement
  _ ☒ General Covenants and Conditions
  _ ☒ Additional Contractor Responsibilities
  _ ☐ Special Provisions
  _ ☐ Applicable Federal Requirements
  _ ☐ Department of Business Development Provision
  _ ☐ Wages and Benefits Provisions
  _ ☐ Specifications
  _ ☐ Standards
  _ ☐ Plans / Sketches
  _ ☐ All Addenda Issued **(NOT APPLICABLE)**
  _ ☐ Other

- "Contract Offering", "Solicitation", "Bid Package" shall mean the total documents offered by the County which establishes the process and procedure for a prospective Contractor to interpret the requirements of the County, for a specific project.

- "Contractor" see "Principal"

- "County", "Dade County", "Miami-Dade County" or "Metropolitan Dade County (MDC)" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, which is a party hereto and for which this Contract is to be performed.

- "County Manager", shall mean the designee of the Mayor and most senior staff executive who reports directly to the Mayor and is responsible for the overall day to day operation of the Miami-Dade County.

- "Dedicated Allowance" shall mean an account that establishes funding for an anticipated specified purpose, such as reimbursement for permits or traffic control police. Any money not directed to be used by the A/E and specifically approved to be

used in accordance with the originally written item, within a Dedicated Allowance account remains with the County. **(NOT APPLICABLE)**

- "Department" shall mean the Miami-Dade County Department issuing the Contract as established on the cover page

- "Director" shall mean the Director of the Department

- "Domestic" when applied to materials, shall mean materials or products produced within the United States.

- "Engineer" shall mean the authorized representative of the Department who shall make determinations regarding conflict or claim. The Engineer may assign a Designee as his representative.

- "Architect / Engineer of Record", "A/E", "Architect / Engineer", "Designee" shall mean the representative associated with the design that will make determinations regarding request for information, shop drawing review, interpretation of documents, value engineering, value analysis, change order request, pre-inspection review, final acceptance of components, substantial completion and overall completion.

- "Extra Work" shall mean and include all work and materials which are not described within the Contract Documents and covered by a price stated in the Proposal, but which are found by the Engineer to be desirable or necessary to complete the Project satisfactorily and consistent with the general intention of the Contract Documents. **(NOT APPLICABLE)**

- "Inspector" shall mean any person designated by the A/E or the Owner's Representative to examine and inspect equipment, materials and work for the purpose of insuring compliance by the Contractor with all requirements of the Contract Documents.

- "Mayor", shall mean the administrative agent who is responsible for the management of all administrative departments of the County government and for carrying out policies adopted by the Commission. The Mayor, or such other persons who may be designated by the Mayor, shall execute all contracts and other instruments of the capital improvements process.

- "Miami-Dade County Code of Ordinances" or "Code of Miami-Dade County", or "Code of Metropolitan-Dade County" or "MDC Code" shall refer to the CODE of MIAMI-DADE COUNTY, FLORIDA as modified by ordinances approved by the Board on a continuing basis and reflects the codification of all County ordinances and resolutions having the effect of law and the provision of suitable penalties for the violation thereof.

- "or equal" or "or approved equal" shall mean only that material or product which is specifically approved by the Engineer as being an acceptable substitute for a material or product designated in the Specifications or on the Plans by a trade name or the name of the manufacturer.

- "Owner's Representative" shall mean a designated Department employee or a firm contracted by Miami-Dade County to perform the administrative duties of coordination of all documents between the Contractor and the Designer and that will be responsible to the Engineer for the management of the Contract and maintenance of the budgeted funding and duration of the Contract.

- "Principal", or "Contractor" shall mean the party to the Contract. The person, firm, or corporation, holders of a current Certificate of Competency applicable to the type of work to be performed, with whom a contract has been made directly or through accredited representatives, that has entered into a contract with Miami-Dade County, Florida and who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work.

- "Project" shall mean and include all design and construction work necessary to fulfill the specific goals of the County and is inclusive of this Contract.

- "Prospective Contractor" see "Respondent"

- "Respondent", "Bidder", "Prospective Contractor", shall mean any person responding to this Contract offering and providing a price quotation to perform the work in accordance with these Contract Documents for construction of the proposed Project. **(NOT APPLICABLE)**

- "Solicitation" see "Contract Offering"

- "Subcontractor" shall mean any business entity engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project.

- "Substantial Completion" ...of the work, or designated portion thereof, is the date certified by the Architect/Engineer and approved by Miami-Dade County (if different from the A/E) when construction is sufficiently complete, in accordance with the Contract Documents, so the county may occupy the project or designated portion thereof or place into full productive and continued service, for the use which it was intended, including ingress and egress and all supportive appurtenances for the use of the project.

- "Surety" shall mean the corporate bond company or individual which is bound by Performance and Payment Bonds with and for the Contractor, who is primarily liable, and which by virtue of the bond, is jointly responsible for the Contractor's acceptable performance of the work of which this contract has been made and for his payment of all debts pertaining thereto;

- "Working Days", as used in the Instructions to Prospective Contractor, shall mean weekdays Monday through Friday with the exception of County holidays. The definition of Working Days as related to contract performance may differ from this definition.

2. SCOPE OF THE PROJECT

The scope of each division of the Contract is stated in the Specifications or the Special Provisions and exhibited within the Plans / Sketches and /or the Miami-Dade County Standards.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Each Prospective Contractor must thoroughly examine all Contract Documents and judge for himself all matters relating to the character of the proposed Contract. If the Prospective Contractor should be in doubt as to the meaning of any of the Contract Documents, or is of the opinion that the Plans and Specifications contain errors or contradictions, or reflect omissions, he shall submit a written request to the Engineer for interpretation or clarification. No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Prospective Contractor orally. Each such request must be in the hands of the Engineer at least five (5) working days before the submittal date as established in the Contract advertisement or as formally amended, in order that interpretation or clarification may be issued by the Engineer in the form of written addenda, mailed or delivered to all Prospective Contractors. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Failure of any Prospective Contractor to receive any such addendum or interpretation shall not relieve any Prospective Contractor from any obligation under the terms of the Contract, including all addendums properly issued. Each Prospective Contractor should verify the number of addenda issued prior to execution of the Contract.

Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standard of the work, shall not relieve the Contractor of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in work of a similar type. The failure of the Prospective Contractor to direct the attention of the Engineer to errors or discrepancies will not relieve the Prospective Contractor of the responsibility of performing the work to the satisfaction of the Engineer should he be awarded the Contract.

4. RESPONSIBILITY OF CONTRACTOR TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO THE PROJECT

The Contractor shall familiarize himself with all current codes, regulations and standards applicable to the specific work involved in the Contract. He shall fully comply with all requirements of applicable codes, regulations and standards whether indicated in the Contract Documents or not, including any modifications made by the authorities having jurisdiction over the contract work during the lifetime of the Contract. Appendix A is bound to these Instructions for the Contractor to review as an outline of these requirements. It should be noted that in accordance with Appendix A, that the provisions in this Appendix shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this Appendix in all applicable subcontracts and other agreements executed by the Contractor in connection with the performance of the Contract. Paragraph 18 of Appendix A provides information regarding the use of the County's Clearinghouse including Contracts funded in part or in whole by the General Obligation Bond's funded program.

All information given on the Plans or in the Contract Documents relating to geotechnical information should not be considered by the Contractor to conclude that the subsurface conditions will be consistent between test information locations. All such information was prepared for the information of the Department's Engineers only, and permission to examine the same is extended

to prospective Contractors for their convenience. In no event is such information, including any shown on the Contract Plans, to be considered a part of this Contract.

The Contractor shall consider all costs and expenses associated with the submittals, including re-submittals (if any), including shop drawings, as being included within the prices contained in the Proposal. The cost of any fees such as the direct cost of required permits shall be paid by the Department, if specifically provided for in a dedicated allowance, unless otherwise stated.

5. SIGNATURE OF CONTRACTOR

The execution of all instruments required for a complete Contract must each be executed in the same and following manner:

- If from a corporation, an authorized officer and the secretary or assistant secretary must sign in ink, with the corporate seal legibly affixed. A certified copy of a resolution of the Board of Directors of the Corporation authorizing the officer who signs the instrument to do so in its behalf shall be furnished.
- If from an individual, sole proprietorship or a prospective Contractor operating under a trade name, it must be signed in ink by that individual and witnessed by at least two witnesses.
- If from a general partnership, it must be signed in ink by one of the partners and witnessed by two witnesses. If from a limited partnership, it must be signed in ink by a general partner and witnessed by two witnesses. If the signing partner is a corporation, the Proposal shall be signed in the same manner as for a corporation. As with an individual, each signature must be witnessed by at least two persons. The signature portion of the instrument shall be altered as appropriate for execution by a corporate partner and/or all partners, if required.
- Documents must include the exact name of the contracting organization, individual or entity.
- Documents must be properly acknowledged before a notary public.
- Documents submitted by a corporation must list the name of the State wherein the corporation was chartered and the business address of the corporation.

Documents submitted by a joint venture must list the name of the joint venture and the mailing address and must be executed by all joint ventures in the same manner as if they were individually submitting bids. The signature portion of the instrument shall be altered as appropriate for execution by the joint venture and all joint ventures.

6. UTILITY CONNECTION FEES NOT INCLUDED (MDC Code Section 10-36)

Utility connections fees, as hereinafter defined, shall not be included in the Proposal prices. Upon the Contractor's receipt from the utility of an invoice setting forth the utility connection fee, the Contractor shall forward said invoice to the Department and the Department shall pay the utility connection fee directly to the utility. For the purposes of this Section, "utility connection fee" includes connection charges, impact fees and other cost factors, which represent a proportionate share of the cost of other facilities.

7. QUANTITIES IN PROPOSAL APPROXIMATE ONLY

The Proposal form may contain unit price items; the quantities stated therein are approximate only and are intended to serve as a basis and to fix the approximate amount of the cost of the Contract. The County does not expressly or impliedly agree that the actual amount of the work

done in the performance of the contract will correspond with the aggregate quantities in the Proposal or work orders assigned; the amount of work done may be more or less than the said quantities and may be increased or decreased by the Engineer as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided elsewhere in these Contract Documents.

8. FLORIDA STATE SALES TAX

Florida law provides that the purchase of construction materials or supplies by a contractor is subject to Florida sales tax at the time of the sale, even if the purchase is for or on behalf of a tax-exempt or governmental entity.

9. DISQUALIFICATION OF CONTRACTORS (MDC Code Section 10-33) (NOT APPLICABLE)

Not more than one submittal package by the same prospective Contractor, either under the same name or under different names, will be considered. Reasonable grounds for believing that a prospective Contractor is interested in more than one submittal will cause the rejection of all submittals in which such prospective Contractor is believed to be interested. Any or all submittals will be rejected if there is reason for believing that collusion exists among the prospective Contractors, and no participant in such collusion will be considered in future submittals for the same work.

~~10. BID BOND (NOT APPLICABLE)~~

Simultaneously with the delivery of the Bid to the County, on or before the bid due date, the Prospective Contractor must deliver to the County a Bid Guarantee in the form of a Bid Bond on the prescribed forms or in Cash, in the form of a Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable to the Board of County Commissioners, for an amount equal to no less than five percent (5%) of the Base Bid offered. Failure to furnish a bid guarantee in the proper form and amount, with the delivery of the bid to the County, may be cause for rejection of the bid.

If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable. A Bid Bond shall have as the surety thereon only such surety company or companies that are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the qualifications established for Payment and Performance Bonds.

The Prospective Contractor further agrees, in the event he withdraws his bid within N/A after bid opening; or after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements specified in the contract documents and enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted including, but not limited to the provision of the required Payment and Performance Bond(s) with good and sufficient surety and the necessary Insurance Certificates, as may be required; all within ten (10) days after the prescribed forms are presented to him for signature, the bid guarantee, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the bid guarantee shall be returned by Miami-Dade-County to the undersigned.

11. WITHDRAWAL OF SUBMITTAL PACKAGE (NOT APPLICABLE)

Any submittal package may be withdrawn prior to the time scheduled in the advertisement for the submittals to be opened, provided the prospective Contractor makes a written and signed request to the County for the withdrawal of submittal. A submittal package may also be withdrawn, provided the prospective Contractor makes a written and signed request to the County for the withdrawal of the submittal no sooner than 15 days after the opening. The County shall review such requests when received and may accept the withdrawal of the submittal and release of the bid bond once the County has determined that the specific submittal is no longer being reasonably considered for award due to having sufficient lower bids for consideration. The decision to allow withdrawal of the bid and release of bid bond, prior to the days established in Section 10 above, shall be at the sole discretion of the County.

12. COUNTY RIGHT TO ACCEPT OR REJECT SUBMITTAL PACKAGE (NOT APPLICABLE)

The County reserves the right to reject any or all submittal packages, to waive any informality in any submittal packages or to reassign all or any part of the work contemplated, whenever it is deemed in the best interest of the County. The County shall be the sole judge of what is in its "best interest". The County may reject any submittal packages if prices are not fair and reasonable, as determined by the County, and/or exceed the County's estimated budget for this Contract. Grounds for rejection include but are not limited to solicitations that result in too few submittal packages for Contracts when a pool of qualified Contractors is sought, submittal packages from any person, firm or Corporation in default on other contracts or agreements with the County, submittal packages on contracts from any person or entity that has failed to properly perform similar work for the County, failure by the Contractor to satisfy claims on previous contracts with the County, submittal packages which are incomplete, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the Instructions to Prospective Contractors. The prospective contractors shall be aware that performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating proposals received for this contract.

The County reserves the right to reject any or all submittal packages whose individual bid items appear to be un-balanced regardless of the total base bid for the Proposal. The bidder recognizes and acknowledges that the County's determination of whether a bid is unbalanced is within the sole discretion of the County, to be made following consideration of factors which may include, but are not limited to, a comparison of the bid item(s) in question with the estimated values established prior to the bid date, a comparison with the other respondents' bid(s) on the same proposal and/or a comparison with the industry standard cost for such item(s) in current industry publications. If the County determines a respondents' proposal is an un-balanced bid proposal, the respondent will be determined non-responsive and will not be awarded the Contract regardless of the total of the base bid.

By incorporation into these instructions, the prospective contractor is made aware, if awarded the contract, the contractor shall be formally evaluated in writing at least one time during and /or at the end of the completed contract depending on the length of Contract duration. This evaluation will be available to all Miami-Dade County departments for use when evaluating the same contractor for future contract awards.

13. AWARD OF CONTRACT

The actual award of the contract is not final until: (1) the Miami-Dade Board of County Commissioners approves the Recommendation of Award pursuant to an executed Plea Agreement with the State Attorney's Office and (2) execution of the contact document by the Mayor / designee, pursuant to the authority vested in him by the Board of County Commissioners, executes the contract documents.

A payment and performance bond is required, shall be provided for the full value of the Contract Award as approved by the Board of County Commissioners.

Notice of Contract Award will be given to the successful Contractor by a registered or certified letter.

14. EXECUTION OF CONTRACT

The Contractor to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, the prescribed Contract Document and if applicable, Performance and Payment Bonds within ten (10) calendar days from the date of Notice of Contract Award. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

15. PERFORMANCE AND PAYMENT BONDS

Simultaneously with his delivery of the executed Contract Document to the County, the Contractor to whom the Contract has been awarded must deliver to the County executed Performance and Payment Bonds on the prescribed forms or in Cash, each in the total contract amount of this Contract, as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

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

Bond Amount	Best Rating
i. 500,001 to 1,500,000	B V
ii. 1,500,001 to 2,500,000	A VI
iii. 2,500,001 to 5,000,000	A VII
iv. 5,000,000 to 10,000,000	A VIII
v. 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:

i. 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.

ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

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

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

(d) For contracts in excess of 500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

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

(f) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits 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.

16. REQUIRED CONTRACTORS' CERTIFICATION

The Contractor must hold at the time his contract is executed:

A. An active, current valid certificate, as listed below, qualifying the Contractor to perform the work contemplated by these Contract Documents. Failure to hold the appropriate certificate at the time of this award shall render the submittal package non-responsive.

1) License, in the appropriate category, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or

2) License, in the appropriate category, provided by the Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of

Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Florida Statutes.

B. If Contractor is a joint venture **(NOT APPLICABLE)**, the joint venture entity, of whatsoever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations. Joint Venture Contractors not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Professional Regulations (DPR) attesting that they have satisfied the requirements of the State of Florida Department of Professional Regulations pertaining to the Qualifications of Joint Ventures. Such letters must be submitted at the time of award.

17. TRENCH SAFETY ACT

The purpose and intention of the State of Florida **TRENCH SAFETY ACT** (ss. 553.60-553.64) is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.
The Florida Trench Safety Act is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. By executing the Contract, the Contractor certifies that he is fully aware of the Trench Safety Act, and that he is thoroughly knowledgeable of its provisions and referenced data and standards, and further, that he understands what will be required of him when performing trench excavations in excess of five (5) feet deep.

18. SECURITY: PLANS / CONSTRUCTION DOCUMENTS

Each prospective contractor is made aware that in accordance with Florida Statute, Section 119.071, that all Miami-Dade County plans and records, including drawings, permit records, microfilm and other depictions of any type of Miami-Dade County facilities is exempt from the public records law.

It is the responsibility of the prospective contractor and, if awarded the Contract, the Contractor to maintain security controls of any Contract Documents including the Plans, even when providing copies to prospective sub-contractors and vendors. The prospective contractor shall maintain a record of all Contract Documents to be used in the fulfillment of the bidding of or the performance of the Contract. The record shall include the type of document, date of receipt, date of return, number of pages, page numbers, company name and personnel who will secure the document. The preceding includes any copies of Documents made by the Contractor or sub-contractors or vendors. The record or copy of the record shall be made available to the County representative upon request.

Upon completion of the bidding process and, if awarded, of the Contract or any portions of the Contract, when the Documents are no longer required, the Contractor shall collect the Documents and return the same to the County representative.

19. AUDIT RIGHTS BY AUDIT AND MANAGEMENT SERVICES & BCC AUDITOR

INSTRUCTIONS TO PROSPECTIVE CONTRACTOR

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 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 the records relating to the work terminated until 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

INSTRUCTION TO PROSPECTIVE CONTRACTORS
Appendix B

PROTEST (NOT APPLICABLE)

A recommendation for contract award or rejection of award may be protested by a Respondent in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended by Ordinance No. 06-124.

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

- A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) working days of the filing of the Manager's Award recommendation. For purposes of calculating this period, the day of filing of the County Manager's recommendation with the Clerk shall not be counted. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee. The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) working days after the filing of a written intent to protest. No bid protest shall be accepted unless it complies with the requirements of this Section.

- To initiate a protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
$25,000-$100,000	$500
$100,001-$500,000	$1,000
$500,001-$5 million	$3,000

- In the event a Respondent wishes to protest any part of the requirements contained in the Contract Documents, they must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Contract opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

  Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified in the solicitation. Any Respondent wishing to protest such recommendations shall file an intent to protest with the Clerk of the Board within three (3) working days of the posting, comply with the preceding instructions and submit a non-refundable filing fee as established above.

PROPOSAL
For
(NOT APPLICABLE)

CONTRACT NO. _____ Dated: _____

Board of County Commissioners
Miami-Dade County, Florida

Honorable Members:

The undersigned as Respondent (herein used in the masculine singular, irrespective of actual gender) hereby declares that the only persons interested in this Proposal are named herein, that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person, and that this Proposal is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Respondent further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal pertains, including but not limited to all open excavations safety requirements as outlined by these Documents, Statutes and Codes and will fully comply with such.

The Respondent proposes and agrees, if this Proposal should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County, Florida.

Item No.	Estimated Quantity	Unit of Measure	Description	Written Unit Price ~~Dollar Unit Cost~~	Total
1-A			For _____ in accordance with the _____ _____Section, paragraph _____ the _____ price of:	_____ Dollars and _____ Cents ($ _____)	$_____
2-A			For _____ _____ in accordance with the _____ _____Section, paragraph _____ the _____ price of:	_____ Dollars and _____ Cents ($ _____)	$_____
3-A			For _____ _____ in accordance with the _____ _____Section, paragraph _____ the _____ price of:	_____ Dollars and _____ Cents ($)	$_____

PROPOSAL
For
(NOT APPLICABLE)

CONTRACT NO. _____ Dated: _____

Item No.	Estimated Quantity	Unit of Measure	Description	Written Unit Price Dollar Unit Cost	Total
4-A			For _____ _____ in accordance with the _____ _____Section, paragraph _____ the _____ price of:	_____ Dollars and _____ Cents ($ _____)	$_____
			TOTAL BASE BID: Items _____ through _____		**$ _____**
999-A			For **Contingency Allowance** equal to ____ percent(%) of the above items in accordance with the definition contained in the Instructions To Prospective Contractor.	_____ Dollars and _____ Cents ($ _____)	$_____
999-B			For **Dedicated Allowance;** reimbursement of Permit Fees in accordance with the definition contained in the Instructions To Prospective Contractor and Section _____	_____ Dollars and _____ Cents ($ _____)	$_____
999-C			For **Dedicated Allowance;** reimbursement of costs for off-duty police officers in accordance with the definition contained in the Instructions To Prospective Contractor and Section ___	_____ Dollars and _____ Cents ($ _____)	$_____
			GRAND TOTAL - Items _____ through _____		$ _____

NOTE: All Contingency and Dedicated values entered by Department and subject to change prior to Award

All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents including all addenda through number _____. (Fill in number of last addendum received. If none, so state)

The Respondent further purposes and agrees to begin the work with an adequate labor force and with sufficient equipment and facilities on the date stated in the written Notice To Proceed (NTP) issued and served upon him

PROPOSAL
For
(NOT APPLICABLE)

CONTRACT NO. _____ Dated: _____

by the Engineer and to complete the work, including delivery time for materials and equipment, in _____ consecutive calendar days.

PROPOSAL
For
(NOT APPLICABLE)

CONTRACT NO. _____ Dated: _____

For the purpose of reimbursing the County for additional costs incurred by the County and resulting from the failure of the Contractor to complete the work within the prescribed time limit(s), it is understood that the reductions for liquidated damages which are specified in the General Covenants and Conditions will apply in the event that work is not completed within such time limits.

The Respondent further agrees that, in the event he withdraws his bid within One hundred twenty (120) days after the date of the submittal package opening, or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package , and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade County to the undersigned.

Attached hereto is a certified check issued by the _____ bank of _____ in the sum of _____ Dollars ($_____) or Bid Bond in the sum of _____ Dollars ($_____) made payable to Miami-Dade County.

The list of parties interested in this Proposal, the list of equipment, references, and financial statement which are furnished to assist the County in making the award of the Contract are true and correct.

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)
(Name of Corporation)

ATTEST

By:_____ _____
(Secretary) (Signature of Officer)

_____ _____
(Print or type name) (Print or type name)

_____
(Official Title)

_____ _____
(Address) (Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By:_____ _____
(Signature of Joint Venture) (Signature of Joint Venture)

_____ _____
(Print or type name) (Print or type name)

_____ _____
(Title) (Title)

NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

By:_____ _____
(Witness signature) (Signature of individual)

By:_____ _____
(Print or type name) (Print or type name)

By: _____ _____
(Witness signature) (Address)

By: _____
(Print or type name)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT:

STATE OF)
)SS.:
COUNTY OF)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____ , AD 20____.

Notary Public:

State of _____ at large

My Commission expires _____.

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME:

_____ _____
(Name of firm if applicable) (Address)

By:_____ _____
(Witness signature) (Signature of individual)

By:_____ _____
(Print or type name) (Print or type name)

By:_____
(Witness signature)

By:_____
(Print or type name)

ACKNOWLEDGEMENT:

STATE OF)
)SS.:
COUNTY OF)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____ , AD 20___ .

Notary Public:

State of _____at large

My Commission expires _____.

In order to assist the County in determining whether the Respondent is qualified to do the work set forth in the Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature.

The Respondent shall furnish hereunder a list of the facilities or equipment that is available for use in case his submittal is accepted.

The Respondent shall furnish hereunder the full name and residences of persons and firms interested in the foregoing submittal package as principals.

The Respondent shall furnish hereunder the name of the executive who will give personal attention to the work, and a telephone number or numbers where he may be reached 24 hours a day, 7 days a week.

Note: Use additional attachments if necessary to provide full documentation of the above.

FINANCIAL STATEMENT
ASSETS

CURRENT ASSETS:

Cash $_____

Notes and Account Receivable $_____

Inventories $_____

PLANT ASSETS:

Real Estate $_____

Machinery $_____

Good Will, Patents, etc. $_____ $_____

LIABILITIES

Notes Payable $_____

Accounts Payable $_____

Accrued Wages $_____

Other Liabilities $_____ $_____

EXCESS OF ASSETS $_____

OR NET WORTH $_____

NOTE:
The above is a suggested form of the type of Financial Statement desired. The Respondent is not required to follow such form explicitly, but the Financial Statement submitted by him must clearly show his financial condition. The County reserves the privilege of requiring additional information as to financial responsibility before awarding contract.

GENERAL COVENANTS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of these Contract Documents to provide a complete set of guidelines, referenced general standards and specific details in the construction of projects to be accomplished under these Documents and to obtain reasonable, balanced pricing. Any questions arising from conflict between these documents, whether between Sections in these General Covenants and Conditions or the General Covenants and Conditions and any other part of the Contract Documents will, upon written request by the Prospective Contractor, be clarified by the A/E, in writing.

B. Clarifications provided by the A/E, will be in the spirit of cooperation and consideration of the best interest of the County and the Contractor. All clarifications provided by the A/E / Designee will be provided to all Prospective Contractors.

C. It is also the intent of the County to obtain the best product for the prices paid and within Industry Standards. To that end, the County will require all installations to be in strict accordance with the Specifications of this Contract and "Standards" of the County unless the A/E provides for alternatives in writing. Alternatives performed but not approved will result in rejection of the product and the Contractor will correct all rejected portions of the product at their own expense.

D. These Contract Documents cover, with explicit provisions, all matters relating to the Contract that the Contractor undertakes to effect in full compliance with such provisions. It is understood that the Contractor, by personal examination and inquiry, is satisfied as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the A/E's interpretation thereof after the letting.

E. These Contract Documents are complementary, so that a recital in one area is tantamount to a recital in all.

2. PLANS AND SPECIFICATIONS

A. The Plans / Sketches, Proposal, Specifications and Addenda thereto, issued prior to Contract award, describe the Project, and all materials, workmanship and dimensions must be in strict accord with them except only when the A/E / Designee may, in writing, authorize an exception.

B. In case of conflict between requirements shown on the Plans / Sketches provided and provisions of the Specifications or Standards, the more stringent conditions shall take precedence. Dimensions, shown in figures on the Plans / Sketches, shall govern in case of any discrepancy between them and scaled dimensions. Whenever the word "Plans" appears in these Contract Documents, it shall mean any related drawings. All Items shown on the Plans / Sketches shall be interpreted to be part of the Contract work, and shall be incorporated into the work and included in the established prices.

C. The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or Specifications, and the A/E shall be entitled to make such corrections therein and such interpretations as he may deem necessary for the fulfillment of their intent.

D. The Contractor will be supplied with two copies of the Plans / Sketches and is to preserve them and have at least one copy of them accessible on the job at all times. The Contractor shall be required to provide the County with As-built Plans / Sketches of each improvement constructed under this Contract. The As-builts should accurately exhibit all

significant elements of the work performed. The As-builts must be submitted no later than one week after completion of the contracted work. This requirement is supplemental to any specifics regarding As-built drawings within these Documents.

E. Work included under this Contract consists of furnishing all supervision, labor, materials, equipment, tools and performing all operations necessary for the construction and installation of all items as defined within these Contract Documents.

3. ALTERATIONS IN PLANS AND SPECIFICATIONS

A. The right is reserved for the A/E to make, from time to time, such alterations in the Plans and Specifications or in the character of the work or for unforeseen work or changed conditions which may be considered necessary or desirable to complete the Contract to the satisfaction of the County and consistent with the general intention of the Contract Documents. Notice of every such alteration shall be given in writing to the Contractor, and no such alteration shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions.

B. Should any such alteration result in an increase or a decrease in the quantity or cost of work or materials described in the Proposal, the total amount payable under the Contract will be modified accordingly. If alterations are made and if the Contractor so requests, the time for completion of the Contract will be correspondingly modified via Contingency Allowance or Change Order, for the work attributable to such alterations.

C. If any alterations or changes, as described hereinabove, results in an increase in the total cost of the Contract above that which the Board of County Commissioners approved and as awarded to the Contractor, such alterations or changes will have to be submitted to the Board of County Commissioners for approval, which must be obtained before any work begins. After approval, the A/E will give written notice to the Contractor to proceed with the alterations or changes. Under no circumstances shall the Contractor begin such work until he has received this notification. However if, in the opinion of the Director, the work is of such a critical nature that it cannot be delayed pending approval of the change order, the A/E will give written notice to the Contractor directing him to perform the work without delay and payments will be made in accordance with Section #13 - Extra Work and Payment Therefore. Payment for extra work shall be made upon approval of the change order for this work by the Board of County Commissioners.

D. A Change Order to the Contract is as defined in the Instructions To Prospective Contractor but is further explained as a legal instrument, reviewed and executed by the appropriate parties in order to adjust funds or to adjust time to an executed Contract. A time extension, which changes the original Contract completion date, can ONLY be provided through the Change Order process unless expressly provided for in a Contingency Allowance.

E. Additional funds are provided for change order work to be performed, which was not included within the original scope as defined in the Contract Documents prior to the executing of the Contract, but which are found subsequent to the executing of the Contract, to be a necessary entity in order to complete the project to its' full capacity, functional ability and comply with all safety and health requirements.

F. Additional time is provided for additional work performed outside the scope of the original Contract, which affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect

the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work only time not duplicated can be provided.

4. AUTHORITY OF ENGINEER

A. The supervision of the execution of this Contract is vested in the Engineer and/or his Designee, and his instructions shall be carried into effect promptly and efficiently. The A/E is to have free access to the materials and work at all times, for laying out, measuring and inspecting the same, and the Contractor is to afford him all necessary facilities and assistance for doing so.

B. The A/E in all cases will determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such a question or difference of opinion, the decision of the A/E is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

C. If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the A/E to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decisions, he shall file a written protest of the decision of the A/E, through the Engineer, with the Director, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling. Beginning with the first day of this work, the Contractor and the County representative shall fill out daily records which exhibit the details of the expenditures for this work at the end of each day, and said record shall be signed by both parties, one copy being submitted to the A/E and the other being retained by the Contractor. This documentation does not constitute acknowledgment of authorization to pay for this work.

D. Unless the Contractor files such written protest with the Director within ten (10) days of receipt of said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the Engineer as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents and no further documentation will be required by the Department.

E. No payment for this claim will be made in the event that a timely Contractor's written protest to the Director is formally denied.

F. In the event that a monetary claim for this work is approved by the Department subsequent to the commencement of work, an accurate accounting for work will be agreed upon by both parties upon completion of this work and will be paid for as provided in the Specifications by either Contingency or Dedicated Allowance if funds are available, or by an approved Change Order by the Board of County Commissioners. In the event that a claim for time for this work is approved by the Department, an accurate accounting for the necessary time adjustment created by the work will be agreed upon by both parties and will be provided for in a Contingency Allowance if time is available (Dade County Form) or an approved Change Order by the Board of County Commissioners.

G. Upon the request of the County, the person submitting a claim shall, within thirty (30) days, including Saturdays, Sundays, and legal holidays, submit a certified claim as defined by this section. 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.

   Failure to provide the requested certification within the prescribed thirty (30) day period shall constitute a forfeiture of the entire claim.

H. The work will be paid for either by a unit price item in the contract or as extra work for labor, material and equipment which shall be full compensation to the Contractor for all overhead and profit as specified in the General Covenants and Conditions, Section 13, Extra Work and Payment Therefore; (a), (b) and (c).

I. Failure of the Contractor's representatives to meet with the County representative to maintain daily records for this work shall be deemed that the Contractor does not wish to pursue his claim and has waived all grounds for making a claim.

J. No direct payment shall be made for the cost to the Contractor of any of the work occasioned by delay in obtaining lines and grades, or making other necessary measurements, or by inspection.

5. AUTHORITY AND DUTIES OF INSPECTORS

A. Inspectors, employed by the Department or their duly authorized Owner's Representatives, will be authorized to inspect all work and materials that are to become a part of the completed Contract, schedule and/or conduct certain tests as provided for in these Contract Documents, sign any daily work tickets provided for in Section 13 of these Documents and stop the work if, in the opinion of the inspector, there is a serious and imminent safety or health threat to any people in the vicinity.

B. Inspectors will have no authority to revoke, alter or waive any requirements of the Contract Documents. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Standards, Plans or the Specifications, and will notify a supervisor who has the authority to suspend the work affected until any question at issue can be referred to and decided by the A/E. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.

6. LANDS AND RIGHTS-OF-WAY

A. Lands to be furnished by the County for construction operations, or for other purposes, will be specifically shown on the Plans or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for his construction operations or for other purposes during the construction of the work, he shall provide for the use of such lands at his own expense.

B. Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the Plans, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or

more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the A/E / Designee will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the A/E may grant to the Contractor so desiring such privilege of access to the territory as the A/E shall deem to be appropriate and no such decision shall be made the basis of any claim for delay or damage, except as provided in Section 11 herein.

C. Permits which are issued by the Miami-Dade County, Public Works Department, for construction within the public right-of-way, will be issued at no cost to the Contractor or as a reimbursable expense to the Contractor from a Dedicated Allowance item expressly created for this purpose. Once the original receipts are presented to the A/E, the Contractor will be reimbursed for only the actual costs of the permits on the following progress payment. (SEE SPECIAL PROVSIONS, Section "Permits, Licenses, and/or Letter(s) of Authorization to Perform Work."

D. Additional permits, which may be required by other municipalities or agencies, such as those required for tree removal and/or relocation, will be the responsibility of the Contractor to obtain. The actual amount paid to the municipality or agency for said permits will be reimbursed to the Contractor from the aforementioned Dedicated Allowance once the original receipts are presented to the A/E. (SEE SPECIAL PROVISIONS, Section "Permits, Licenses, and/or Letter(s) of Authorization to Perform Work."

7. MATERIALS, LABOR AND EQUIPMENT

A. The Contractor shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to do the work in an expeditious and acceptable manner. In the event that the A/E shall notify the Contractor in writing that any person employed is, in the opinion of the A/E, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged from supervising or performing any further work on that project at once and shall not be employed thereafter on the project.

B. The Contractor shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project, unless otherwise stated within these Documents. All materials and equipment furnished by the Contractor for use in the work shall be new and of recent domestic manufacture whenever possible, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five years. All components shall, wherever possible, be standard stock articles of well known domestic manufacturers. Where the Plans and Specifications designate the product of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for review by the A/E. A minimum of six copies (more if so required in the Special Provisions) of complete descriptive data shall be furnished regarding all articles to be furnished by the Contractor. The descriptive data shall consist of dimension drawings, catalog references and other information necessary to clearly identify each article. When substitutions are approved by the A/E, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense and shall be solely responsible for all cost and time required by any difference in construction methods, fabrication or assembly required and no additional time will be allowed. Any re-

permitting together with all costs and work associated therewith shall be performed by the Contractor and no additional compensation will be allowed.

C. Where contemplated changes, substitutions or appurtenant work require design, in the opinion of the A/E, the Contractor shall have such design services performed at his expense. Said design services shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida and shall be of an extent satisfactory to the A/E whose decision of acceptance shall be final. No payment for substitute items shall be made without previous review and approval by the A/E.

D. If the Contractor is unable to furnish or use any of the materials or equipment specified, because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes for the specified materials or equipment. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. These substitutes shall follow the same procedures as explained in paragraph B. above.

E. If the substitution of materials or equipment is submitted under the "or approved equal" conditions within the Contract Documents at the discretion of the Contractor, a comparative breakdown of the cost of the substitution will be included within the product submittal for the substitution and will be evaluated by the A/E for a cost adjustment to the Contract.

F. If substitutes are used in the work for any reason, the compensation to be paid the Contractor will be subject to review and adjustment.

8. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

9. NOTICE TO PROCEED

A. For the purpose of this contract, the A/E will issue a Notice to Proceed, in writing. The Notice To Proceed will be transmitted via certified mail to the Contractor's address as established within the Contract. The effective date of the "Notice to Proceed" plus the consecutive calendar days allocated within the Contract Documents shall determine the scheduled completion date of the Contract.

B. A Pre-Construction Meeting will be scheduled prior to the Notice To Proceed date and the Contractor's Superintendant will attend the pre-construction meeting along with any

significant labor subcontractors' superintendant and any persons identified to attend the meeting by the A/E within the Pre-Construction Meeting notice. The pre-construction meeting is scheduled to allow the Department, Contractor and subcontractors to discuss the requirements within the Contract Documents, including, but not limited to; the Notice To Proceed date, the Scheduled Completion Date, the schedule and schedule of values if necessary, the process of partial and final payments, the documentation necessary to initiate payments, liquidated damages, shop drawing submittals and process, etc. All pre-construction meetings are to be recorded. Under some occasions, the Pre-Construction Meeting may be scheduled subsequent to the Notice To Proceed, however this will not constitude a need to extend the Contract or change the Notice To Proceed date.

C. Upon receipt of a Notice To Proceed, the Contractor shall notify the Department two working days in advance of his intent to commence work. The Contractor shall commence the work in accordance with the Contract Documents and continue such work, without interruption, in an expeditious manner to a conclusion acceptable to the A/E and within the time allotted within the Contract.

D. The Contractor shall layout the proposed work in the field and contact the Underground Notification Center and the Underground Notification for Florida Power and Light Co. at least forty-eight (48) hours prior to commencing any trenching or excavation on this Project in order to verify any possible conflicts with underground utilities. The Contractor is responsible to obtain any and all clearance and locations from all utilities. If any changes are required due to conflict or design, the A/E will make the final determination as to the methods and process to avoid said conflict.

10. TERMINATION FOR CONVENIENCE OF MIAMI-DADE COUNTY

A. The performance of work under this Contract may be terminated by Miami-Dade County in accordance with this section in whole, or in part, whenever such termination is in the best interest of Miami-Dade County. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by Miami-Dade County, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract stipulated as not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated.
4. Assign to Miami-Dade County in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Miami-Dade County will have the right at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of Miami-Dade County, to the extent it may require, which approval or ratification shall be final for the purposes of this section.
6. Transfer title and deliver to Miami-Dade County in the manner, at the time, and to the extent, if any, directed by it, (a) the fabricated or un-fabricated parts, work in

process, completed work, supplies and other material procured as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information and other property, which, if the Contract had been completed, would have been required to be furnished to Miami-Dade County.

7. Take such action as may be necessary, or as the A/E may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which Miami-Dade County has or may acquire an interest.

B. After receipt of a Notice of Termination, the A/E will determine the portions of the Contract that have been satisfactorily completed and in accordance with Section 25 of these General Covenants and Conditions, pay for the completed portions, including any materials or equipment to be incorporated into the project which remains, after inspection, on the project site as Miami-Dade County property.

11. CONSTRUCTION SCHEDULE, TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

A. The Contractor shall begin the Project with an adequate force and sufficient equipment and facilities on the date stated in the written Notice To Proceed issued and served upon him by the A/E and as discussed in the Pre-construction meeting. Thereafter, the Contractor shall prosecute the work diligently, without any avoidable interruption and at such rate and with such complement of labor, materials and equipment as will accomplish enough work to maintain a minimum production that will result in the completion of the project within the time frame as established within the Contract Documents. The time frame is comprised of the Notice To Proceed date, plus the calendar days allotted for the construction within the Award document that equates to the scheduled completion date.

B. This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension for reasons exhibited in the last paragraph in this Section 11, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed, the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

C. When required by these Documents, all critical path baseline schedules will be submitted to the A/E prior to commencement of any permanently placed work on the project. All schedules will be produced in Microsoft Projects format. All schedules will be submitted for review and approval by the A/E and if the submitted product, in the opinion of the A/E, does not accurately reflect the critical path items and proper durations; does not exhibit proper float or linking between entities; or in any way does not represent an industry standard product, it will be rejected and transmitted back to the Contractor for corrections at no additional cost to the County. No additional time to the Contract will be provided for corrections to the critical path schedule.

D. Upon acceptance by the A/E of the submitted construction schedule, the work progress shall be kept in accordance with the details incorporated within the schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or

times of completion specified in this Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to the A/E for review and approval. Additional costs resulting from changes required to adhere to the approved schedule will be borne by the Contractor.

E. Since time is of the essence for this Contract, in the event that the work to be done hereunder is not completed within the parameters previously specified plus such additional extension of time as the County may have granted via a change order to the Contract or Contingency Allowance time extensions, the County will retain from the compensation otherwise to be paid to the Contractor, including partial payments, liquidated damages in the amount specified in special provisions for each day thereafter (Saturdays, Sundays and holidays included) that the work remains outside said parameters, which sum represents the reasonably anticipated damages which the County will have sustained per day. In accordance with Resolution R-173-8 the authority to waive liquidated damages is vested in the Mayor after prior consent by the Board of County Commissioners.

F. The provisions of MDC Code Section 2-11.16 and the Supplemental General Conditions, setting forth liability for unpaid wages, penalties, and for withholding, are all in addition to the damages previously specified.

G. Should a delay in the work be caused by an act of God, war, strike, action of the county or other cause beyond the control of the Contractor and considered Force Majeure, the Contractor may make a written request within five calendar days of the commencement of the delay, for a non-compensable contract time extension. Pursuant to such request, a non-compensable time extension will be granted via a Miami-Dade County Change Order or a Contingency Allowance expenditure form, if in the opinion of the A/E, the claim is justified. The A/E's decision shall be final. The A/E shall not consider delays caused by late delivery of equipment or material to be beyond the control of the Contractor and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by a Force Majeure, acts of God, war, strikes or action of the County. Inclement weather, unless beyond the average norm, will not be a justifiable claim.

12. INSURANCE TO BE CARRIED BY CONTRACTOR

A. Prior to execution of the Contract by the County and commencement of work, the Contractor shall obtain all insurance required under this Section and submit all required documentation to the County for approval. Additional insurance, such as Builders Risk or increased coverage may be required and shall be included in the special provisions. All insurance shall be maintained in full effect until the Contracted work has been completed and accepted by the County.

B. The Contractor shall furnish to the Department all documentation as described below. The Department will perform a cursory review of the supplied documents and, if found to be generally acceptable, will forward the documents under the GSA Risk Management Division's standard Insurance Transmittal Form, to the County's Risk Management Division for a detailed review of:

- Certificate(s) of Insurance that clearly indicate that the Contractor has obtained the insurance coverage required in items a), b), and c) below.
- Original Policies that indicate the coverage required in item d) below.

C. Both certificates and policies shall indicate that no modification or change in insurance will be made without thirty days written advance notice to Miami-Dade County, c/o the Manager of the Risk Management Division.

D. Both certificates and policies shall indicate as Certificate Holder: Miami-Dade County, @ GSA Risk Management, 111 NW 1st Street, Miami, Fl. 33128.

a) Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute Chapter 440.

b) Public Liability Insurance on a Comprehensive basis, in an amount not less than $1,000,000.00 combined single limit per occurrence for Bodily Injury and Property Damage. Insurance shall include coverage for Explosion, Collapse & Underground Hazards.

c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for Bodily Injury and Property Damage.

d) Owner's Protective Liability Insurance issued in the name of Miami-Dade County as sole insured, in amounts as indicated in (b) above. This policy must be endorsed to indicate that any premium, whether deposit or final, shall be the sole obligation of the Contractor.

E. The insurance coverage as required above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

F. All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

- The Company must be rated no less than "A" as to management, and no less than "Class "V" as to strength, by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey or its equivalent subject to the approval of the Risk Management Division, or
- The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be a member of the Florida Guarantee Fund.

G. Should there be a notification of expiration for any required insurances without cure or a lapse in coverage required by these Documents, the contractor shall, unless health and safety issues exists which should be immediately resolved, stop all work and vacate the worksite until proper coverage is confirmed by the County. The County will require the Contractor and the Surety to assume responsibility for any occurrences that would have been insured had the required insurance not lapsed.

H. The County will notify the Contractor and the Surety of the lapse in insurance required for the Contract via Notice To Cure which shall contain the language that the Contractor and the Surety will be held responsible for any and all claims of any manner resulting from the lack of the required insurance coverage. Failure of the County to notify the Contractor and / or the Surety will not relieve either the Contractor or the Surety of the aforementioned responsibility. No time extensions will be provided for time loss due to the failure of the Contractor to provide required insurance for the project.

I. The Contractor shall contact the Miami-Dade County Department of General Services Agreement (GSA) to determine the most current insurance coverage required by the County prior to executing agreement (contract) and commencing any work.

13. EXTRA WORK (NOT APPLICABLE) AND PAYMENT THEREFORE

A. The Contractor shall perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the A/E to satisfactorily complete the Contract as contemplated. Such extra work shall be performed promptly in accordance with the Specifications and as directed by the A/E; provided that before any extra work is begun, a written order from the A/E to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.

B. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the A/E and the Contractor before the extra work is ordered to be performed. Payment for lump sum work shall be based on the following:

(a) For all labor charges, the Contractor shall submit to the A/E an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen percent of such sum for labor and the total thereof shall be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. Subsequent to the preceding and in addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. The Contractor's documentation of the labor burden costs shall be provided upon demand by the A/E.

(b) For all materials used, the Contractor shall include the estimated cost of such materials, including freight charges, to which cost shall be added an amount equal to ten percent thereof, for full compensation that includes overhead, profit and home office expenses.

(c) For any construction equipment or special equipment including maintenance, fuel and lubricant, required for the economical performance of extra work, the A/E shall pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid, the A/E shall make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubrication for rented equipment.

C. The Contractor is required to include a statement certifying that this claim is justified and that it is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is

ordered, it shall be included in the Contractor's monthly estimate when the applicable Contingency Allowance or Dedicated Allowance account funds are available in the Contract for the work actually done. An allowance account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available, a change order will be issued.

D. The performance of any extra work or the furnishing of any extra material which, in the judgment of the A/E, is of like character to and susceptible of classification under a unit price item of the Contract shall, by order of the A/E, be paid for at the unit price bid for such item or items. The remaining extra work may be paid through Contingency Allowance or Dedicated Allowance account funds, if available, for the work actually done or may require a Change Order. Contingency Allowance or Dedicated Allowance account expenditures shall be documented via the use of the Miami-Dade County Contingency or Dedicated Allowance account expenditure form.

E. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the A/E, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:

(a) For all labor, including a working foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty-five percent of the working foreman's salary for directing up to two workers in their work; fifty percent for directing up to four workers in their work; seventy five percent for directing five workers in their work; and one hundred percent for directing six workers or more in their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

(b) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to ten percent thereof, for full compensation which includes overhead, profit and home office expenses.

(c) For any construction equipment or special equipment including fuel and lubricants, required for the economical performance of extra work, excluding the small tools and ordinary equipment as specified above, the A/E shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such

equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubricants for rented equipment.

F. The Contractor's representative and the County's representative shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the County's representative, and shall be signed by both the County's representative and the Contractor's representative, one copy being submitted to the A/E and the other being retained by the Contractor.

G. All claims for extra work done shall be submitted by the Contractor upon certified statements, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the A/E. Upon review and approval of the documentation by the A/E and full execution of the appropriate Contingency Allowance or Dedicated Allowance account form, the payment for the extra work shall be incorporated into the following progress payment to the Contractor. If no Contingency or Dedicated allowance account fund is available, the extra work shall be paid for, subject to approval of a change order for the work by the Board of County Commissioners.

H. If required, the Contractor shall produce any books, vouchers, other records, or memoranda that will assist the A/E in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

I. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment as described in Section #13 (a), (b) or (c), the Contractor may charge an additional ten percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the subcontractor.

J. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.

K. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

Non-Compensable Time Extension

L. A time extension, compensable or non-compensable, which changes the original Contract completion date, can ONLY be provided through the Miami-Dade County Change Order process or through a Contingency Allowance time extension if provided for within these Contract Documents. Additional time is provided for additional work performed outside the scope of the original Contract, which affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work only time not duplicated can be provided. Non-compensable time extensions can be granted for such items as:

1. Hurricanes and severe storms

2. Extra work outside the original scope of the Contract, whether paid for via Allowance Account or Miami-Dade County Change Order
3. Delays determined by the A/E to be Force Majeure

Compensable "Stand-By" Time Extension

M. If in the opinion of the A/E, the Department is responsible to pay the Contractor standby time, he will prior to the "standing by", provide the Contractor with a written authorization to standby. The Department will only pay for actual labor and equipment standing by to be used for this delayed work only as stated in Section 13, Paragraphs (a) and (c) and not to exceed eight (8) hours per day. If the approved standby period extends beyond one day the Department will only pay for equipment to be used for the delayed work in accordance with Section 13, paragraph (c), not to exceed eight (8) hours per day, 40 hours per week, unless approved by the A/E.

N. A daily record of all Stand-By labor and equipment shall be signed by both, the Contractor's representative and the County's representative / inspector at the end of each day.

14. CANCELLED ITEMS AND PAYMENTS THEREFORE

A. The County shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein.

15. INSPECTING AND TESTING MATERIALS

A. The inspection and testing of materials and finished articles to be incorporated in the work shall be made by laboratories or agencies employed by the County, unless otherwise specifically provided for in the Specifications. The Contractor shall submit such samples, or such special test pieces of materials as the A/E may require in order to obtain representative results. The cost of the materials or finished articles that may become damaged or destroyed in making the necessary tests to determine whether or not the requirements of the Specification are met shall be borne by the Contractor. The Contractor shall not incorporate any material or finished article into the request for payment until the results of the inspections or tests are known and he has been notified by the A/E that the material or finished article is acceptable. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the A/E shall be promptly removed from the site of the work at the expense of the Contractor.

16. CORRECTION OF WORK OR MATERIAL

A. If at any time before the final acceptance of the Contract, defects in the workmanship or materials, unsatisfactory work or material, poor workmanship, damaged, destroyed, or incorrect work, are found by the A/E, or any other Governmental Agency having jurisdiction over the work, the Contractor so notified shall immediately correct such work at his expense using whatever labor, material and equipment is necessary in accordance with the Contract Documents.

B. All materials are to be inspected before use, therefore the Contractor shall notify the A/E with reasonable prior notice, preferably forty-eight hours notice, to enable him to inspect any work or materials before becoming inaccessible. The Contractor shall furnish at his expense, necessary personnel and facilities for support of the inspection of such work or

materials after being covered, if so required. If in the A/E opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the A/E shall notify the Contractor in writing, specifying the work or materials which shall not be incorporated in the work. The Contractor will submit a corrective work plan outlining, in detail, the replacement or corrective work sufficient to obtain the A/E approval. All costs for the correction of said work or materials shall be borne by the Contractor.

C. In all cases of corrective work including tests, prior to performing any work, the Contractor must submit his method of correction and obtain approval from the A/E prior to correcting, removing, or replacing this work. The A/E will only approve the completed work when it is satisfactorily performed. All costs for this work, including testing, shall be borne by the Contractor.

D. Previous inspection of such work will not relieve the Contractor of his responsibility for any deficiencies, although they may have been overlooked by the A/E or may have been the results of damage from any cause. Failure to correct deficiencies in a timely manner shall result in the A/E giving notice in writing to the Contractor and the surety, specifying the conditions pertaining thereto and directing the Contractor to commence the corrective work within five (5) calendar days.

E. If the Contractor does not commence the correction of such conditions within five calendar days after receipt of such notice, with a full compliment of labor and materials to complete the corrections within a reasonable period of time, it shall be sufficient grounds for the A/E to order any affected work to be discontinued and have the work completely remedied at the expense of the Contractor and surety.

17. UNFINISHED OR INCOMPLETE WORK

A. If at any time before final acceptance of the assigned work, the A/E finds there is unmanned or unfinished or incomplete work, or work delay or work stoppages, or abandonment of the worksite in any way, he shall notify the Contractor and the surety, in writing to finish or complete the work at his expense forthwith using whatever labor, materials and equipment necessary to complete the work in accordance with the Contract Documents.

B. If the Contractor does not commence the correction of such conditions within five calendar days after receipt of such notice, with a full compliment of labor and materials to complete the corrections within a reasonable period of time, it shall be sufficient grounds for the A/E to order any affected work to be discontinued and have the work otherwise completed at the expense of the Contractor and surety.

18. PROPERTY PROTECTION

A. Buildings, sidewalks, fences, trees, lawns and all other improvements shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, bridges, etc., shall be carefully protected from damage and shall not be displaced if avoidable. Reasonable care shall be taken during construction to avoid damage to existing vegetation, ornamental shrubbery and trees. Maintenance of existing vegetation (grass) shall be the Contractors' responsibility within his work area. Grass, weeds, or other non-native undergrowth shall not be allowed to exceed twelve (12) inches in height. Damaged trees and shrubs are to be trimmed, treated or replaced, if necessary. Any damage created by the Contractor on private

property, public right of way, or public property shall be replaced or repaired to a condition equal to or better than originally encountered, at the Contractor's expense.

B. Furthermore, after notice to restore or to make good such damage(s), no invoices (either partial or final payment) shall be processed for payment until the full value of the restoration of damaged property has been deducted from the payment. Reimbursement of the deduction shall be made on the next following payment subsequent to the completed restoration.

C. All street name signs shall remain in place during time of construction except those required to be relocated due to interference with actual construction. All signs relocated or damaged by Contractor during the course of the work shall be reinstalled or replaced at the proper location, as soon as possible by the Contractor.

D. Prior to removal of any traffic control signs that interfere with construction the Contractor shall provide temporary signing or other provisions to assure a safe and continuous flow of traffic under at least the same conditions as previously existed. All signs found to be unserviceable shall be reported to Miami-Dade County Traffic Signals & Signs Division, prior to the commencement of work.

E. Except as specifically provided in the Specifications, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric transmission line, other structure, nor enter upon the right of way or other lands appurtenant thereto, until notified by the A/E that the County has secured authority from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay except as provided in Section 11 herein.

19. MAINTENANCE OF TRAFFIC

A. Whenever in the course of the performance of the work required for a complete project, the work in anyway affects or is adjacent to or on any Miami-Dade County or Florida Department Of Transportation (FDOT) roadway, the Contractor shall comply with the latest edition of the FDOT Standard Specifications for Road and Bridge Construction and the FDOT Roadway and Traffic Design Standards. No work shall commence on any portion of this project that is subject to the Maintenance Of Traffic (MOT) requirements within the FDOT standards without implementation of an approved Plan.

B. The Contractor shall notify the Miami-Dade County Traffic A/E twenty-four (24) hours in advance of the construction date for any work affecting roadways or traffic. The Contractor's attention is called to the provisions that all traffic control devices (including signs), warning devices and barriers shall be furnished by the Contractor.

C. All requirements of permits obtained for the purpose of construction affecting, adjacent to or on any roadways shall be scheduled, planned and performed by the Contractor at no additional cost to the County, unless otherwise stated within these Contract Documents. Excavated or other material stored adjacent to, or partially upon a roadway pavement shall be avoided, however if necessary to complete the required work, said material shall be adequately marked and positioned for traffic safety at all times.

20. SANITARY PROVISIONS

A. The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State of Florida Department of Health and

Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his subcontractors shall commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor. The Contractor shall furnish an adequate supply of drinking water for his and his subcontractors' employees. There shall be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and does not create a nuisance to the County or the Public.

21. CLEANING UP SITE OF WORK AND RESTORATION

A. At the end of each workday, the Contractor shall pick-up and properly dispose of any garbage, trash or litter, leaving the area in a neat, clean and orderly condition. The Contractor shall take all necessary precautions to control and minimize dust generated in the performance of the Contract.

B. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials shall be promptly removed and the area of that locality shall be properly cleaned and restored. The Contractor shall restore all public and private property in a manner acceptable to the A/E, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition.

C. In the event of delay exceeding two days after written notice is given to the Contractor by the A/E to remove such rubbish or materials, or to restore displaced or damaged property, the A/E may employ such labor and equipment as may be deemed necessary for that purpose, and the cost of such work together with the cost of supervision shall be charged to the Contractor and shall be deducted from any money due him on the following monthly or final payment. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

22. ASSIGNMENT OF CONTRACT

A. No assignment of the Contract or of any part thereof, or of any moneys due or to become due there under, shall be made by the Contractor without the prior written approval of the County, which approval will be given in the County's reasonable discretion and only after the surety on the Performance and Payment Bond has informed the County in writing that it has no objection to such assignment being made.

B. In the event that the Contractor undertakes to assign all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such moneys shall be subject to the prior liens or claims of all persons for services rendered or materials supplied for the performance of all work embraced by the Contract.

23. TERMINATION FOR DEFAULT BY MIAMI-DADE COUNTY

A. If the Contractor fails to begin the work under the Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work, or performs the work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or

from any other cause whatsoever shall not carry on the work in an acceptable manner, the A/E may give notice in writing to the Contractor and to the surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct same. This notification shall be a formal Notice To Cure provided to the Contractor and the surety by Certified mail.

B. If the Contractor or the surety shall not correct such conditions, or shall not have provided a plan of action to the for the correction of the same within a period of five days after receipt of such notice to cure, the Department Director, upon written certificate from the A/E reciting the facts of such delay, neglect or default and the failure of the Contractor to comply with the directions given in such notice to cure, shall provide the Contractor and the surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all contracted for permanent placement materials or equipment on the ground as may be suitable and acceptable, to enter into an agreement with another Contractor for the completion of the Contract, or to use such other methods as, in the opinion of the Director shall be required for the completion of the Contract in an acceptable manner. All costs and charges incurred by the County, together with all costs of completing the work under Contract, shall be paid by the Contractor. In the event that the expense so incurred by the County shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference, less actual additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the Surety shall be liable and shall pay to the County the amount of such excess.

24. SCOPE OF PAYMENT (NOT APPLICABLE)

A. The Contractor shall receive and accept the compensation as herein provided as full payment for furnishing all materials, labor, tools and equipment, and for performing all work required to complete the project under the Contract, and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the County.

B. Only net quantities of finished work will be measured and paid for. This shall apply to both unit price and aggregate sum items.

C. For each of the Items included and for which a unit price is stated in the Proposal, the total amount to be paid by the County at such unit price shall be the measured amount of such Items incorporated in the completed Contract by the Contractor and acceptable to the A/E.

D. The unit and aggregate sum prices stated in the Proposal shall include, unless otherwise stated within these Contract Documents, all costs and expenses for mobilization, supervision, labor, fringe benefits including life insurance, health insurance, union dues, pension plans, etc., equipment, materials, commissions, transportation charges and expenses, permit fees and licenses, patent fees and royalties, bond fees, removing crossing or other obstructions, protecting or maintaining pipes, drains, culverts, railroad tracks, buildings, bridges or other structures, furnishing temporary crossings or bridges, furnishing all stakes, batter boards and templates, common labor for staking out grades

and lines and ordinary labor for handling materials during inspection, replacing any property disturbed, together with any and all other costs and expenses for performing and completing the work as specified, including full compensation for overhead, profit and home office expense.

25. PARTIAL AND FINAL PAYMENT (NOT APPLICABLE)

A. The provisions of any Supplemental General Conditions or Special Provisions, when applicable or if in conflict with this section, takes precedence over the conditions of this section. Reference is made to the definition of "subcontractor" contained within the Instruction To Prospective Contractors.

B. Before the Contractor can receive any payment or draw hereunder, except the first partial payment, the Contractor must provide a partial or final release for payment individually from all subcontractors. These releases, executed by each of the subcontractors, shall state that the Contractor has paid the subcontractor its' full proportionate share of all previous payments to the Contractor. A Subcontractor's full proportionate share is defined as full payment for work performed and contracted materials supplied less retainage. The Contractor may not withhold a greater percentage of retainage from the subcontractor than the County withholds from the Contractor. All releases, partial or final, whichever is appropriate, shall be on the County form provided for said purpose.

C. The Contractor must provide the A/E with a Certification of Contractor affidavit of payment, on the Miami-Dade County form, that states all subcontractors have been paid their full proportionate share for all work performed that has been previously paid to the Contractor. The form contains an area for exceptions to the affidavit. The exception(s), identified individually, will state that a Consent of Surety is provided in lieu of the release for payment.

D. The failure of the Contractor to provide the foregoing affidavit, and release for payment from each subcontractor shall result in the County withholding the amount in dispute from the current payment until the affidavit and release is provided or a Consent of Surety is provided to the Department in an approved form for the amount in dispute. A Consent of Surety shall be provided in lieu of a release for payment from a subcontractor individually, for each occurrence, for each subcontractor. No blanket Consent of Surety will be acceptable.

E. Should a dispute over the amount due the Contractor occur, the amount in dispute shall be deducted from the amount due and the remaining portion of the payment shall be processed in a timely fashion as stated within this Section. The Department shall document the disputed amount for cause and include this document into the progress payment package.

F. When applicable, the County will notify the Contractor and his surety by certified letter informing them of the Contractor's non-compliance with the Contract Documents and that the payment date will be changed.

G. For the purpose of preparing the first monthly estimate, the Contractor jointly with the County representative shall prepare a draft estimate establishing all the base units, whether an approved schedule of values for a lump sum Contract or unit prices, to be paid throughout the Contract. The draft estimate will reflect the Proposal Unit Price items, Contingency Allowance Account, Dedicated Allowance Account(s), Lump Sum items (including schedule of values if required) and any other pay items established within the Contract Documents. The Contractor jointly with the County representative

shall identify the items and units or percentage of items to be paid for that first month, sign each page of the estimate and the County representative will retain one copy.

H. The County shall produce a computer print out of the above and attach a computer generated cover sheet, in a form provided by the County, which shall be presented to and signed by the Contractor and returned to the County representative before the 1st day of the following month, along with all required documentation as established within these Contract Documents. The Contractor shall include in the submittal package, on the Contractors letterhead, an invoice of the items billed. The items exhibited on the Contractor's invoice shall mirror the items to be paid on the summary sheet of the County progress payment form. On the summary sheet, the County shall accurately fill-in all open fields with current information, will deduct retainage in accordance with the terms of the Contract, all liquidated damages assessed during that month in accordance with Section 11 herein and the balance will be paid by the County to the Contractor.

I. For Project specific Contracts, the retainage, unless otherwise stipulated within these Contract Documents, shall be ten percent (10%) of the total value of all work paid for to the date of the progress payment. However, at the written request of the Contractor, after fifty percent (50%) of the labor has been performed and fifty percent (50%) of the material has been delivered or incorporated into the Project, and if, in the opinion of the A/E, satisfactory progress is being made in accordance with the current accepted schedule, the County may reduce the retainage to five percent on the current and remaining estimates. The Contractor may request further reduction of retainage subsequent to punch list completion in accordance with Section 31 below, or when the Contract work is satisfactorily completed and the Contract is held open as a result of changes requested by the A/E. The retainage that is deducted each month is reserved by the County as partial guarantee to ensure the full, faithful and timely completion of the Contracted work by the Contractor.

J. For Work Order Contracts, the retainage, unless otherwise stipulated within these Contract Documents, shall be ten percent (10%) of the total value of all work paid for to the date of the Work Order progress payment. However, at the written request of the Contractor, after fifty percent (50%) of the labor has been performed and fifty percent (50%) of the material has been delivered or incorporated into the Work Order, and if, in the opinion of the A/E, satisfactory progress is being made in accordance with the current accepted schedule, the County may reduce the retainage to five percent on the current and remaining estimates. The Contractor may request further reduction of retainage subsequent to punch list completion in accordance with Section 31 below, or when the Work Order work is satisfactorily completed and the Contract is held open as a result of changes requested by the A/E. The retainage that is deducted each month is reserved by the County as partial guarantee to ensure the full, faithful and timely performance of the work as exhibited in the Work Order, by the Contractor.

K. The Contractor shall provide the County representative, at the time of submitting the monthly estimate, a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. This list will determine the required releases for the following payment period. The Contractor and the County representative shall, as a part of the preparation of the estimate, agree and sign the Contractor's list of subcontractors / future required releases. The subcontractors / suppliers list shall be provided on the Miami-Dade County form created for said purpose.

L. For the purpose of the second and all remaining estimates, the Contractor shall modify the previous estimate to reflect the actual work performed for the current month, deduct all previous payments and follow the aforementioned process, including but not limited to the signatures of the County representatives.

M. At the time of submitting a partial or final estimate document, the Contractor will attach all required documentation, i.e., Certified Payroll, the Monthly Utilization and Monthly Employment Data Reports, the Certification of the Contractor affidavit, subcontractors list, current updated schedule, etc., to include all required releases or in lieu of a specific release, a consent of surety, and transmit the complete package to the project manager for payment.

N. Failure of the Contractor to provide the necessary information for the preparation of the payment in a timely manner as stipulated above will result in the County notifying the Contractor that he is not performing in accordance with the Contract Documents and that no further processing of the current progress payment will occur until the required package is complete.

O. As a consideration for payment, the County shall have the right to enter upon and put into proper service, any or all parts of the work that may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the County of any part of the work so used; however, the warranty period shall commence from the date the individual equipment is put into full productive service and after the proper documentation transfer of the Warranty to the County.

P. As soon as the A/E is notified of the completion of the work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to the County's satisfaction, the Contractor will make a final estimate of the value of all work done and will deduct all previous payments which have been made. The amount of the estimate, less any charges or damages herein provided for, will be paid, provided final releases have been properly submitted for all subcontractors.

Q. The Contractor may request, in writing, that the County pay a specific portion of his monthly progress payment as a joint check to the Contractor and a specific subcontractor. The request shall identify the subcontractor, subcontractor's address and telephone number, the work performed or the materials and/or equipment supplied, the date(s) of work or supply, a brief explanation of the reason for request, the current date and must be executed by an authorized representative of the Contractor. Such request(s) must be made monthly and individually, and shall accompany the Contractor's monthly estimate package as described above.

Prompt Payment

R. The Contractor's attention is directed to MDC Code Section 2-8.1.4, providing for expedited payments to small businesses by County agencies and the Public Health Trust and MDC Code Section 10-33-02 providing for expedited payments to CSBE governed Contracts requiring the prime Contractor to issue prompt payments and creating dispute resolution procedures for payment of County and Public Health Trust obligations; and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County Contract or Public Health Trust Contract and debarment procedures of the County.

S. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, material-men and suppliers. The contractor shall remit payment due to subcontractors within ten (10) days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.

26. NOTICE AND SERVICE THEREOF

A. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified within the Contract Documents (or to such other office as the Contractor may from time to time designate to the A/E in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

B. All notices or other papers required to be delivered by the Contractor to the County or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered in the office of the Director, CIDBRM located at 701 N.W. 1st Court Miami, Florida 33136 and any notice to or demand upon the County shall be sufficiently given if delivered to the office of said Director, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Director.

C. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt thereof.

27. SAFETY STANDARDS

A. The Contractor shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration, 299 E. Broward Boulevard, Room 302, Fort Lauderdale, Florida 33301.

55

B. TRENCH SAFETY ACT:

1. The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

2. The Florida Trench Safety Act is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. By executing the Contract the Contractor certifies that he is fully aware of the Trench Safety Act, and that he is thoroughly knowledgeable of its provisions and referenced data and standards, and further, that he understands what will be required of him when performing trench excavations in excess of five (5) feet deep.

C. NOTIFICATIONS: (repeated from Section 9, paragraph D. of these General Covenants and Conditions)

1. The Contractor shall layout the proposed work in the field and contact the Underground Notification Center and the Underground Notification for Florida Power and Light Co. at least forty-eight (48) hours prior to commencing any trenching or excavation on this Project, to verify any possible conflicts. The Contractor is responsible to obtain any and all clearance and locations from all utilities.

28. LABOR STANDARDS

A. Section 446.101, Florida Statutes, as amended, which is hereby by reference incorporated herein, provided labor standards for ratios of apprentices or trainees to journeymen on State, County or municipal contracts. It shall be the responsibility of the Contractor, prior to the award of the Contract, to inform himself of the provisions of Section 446.101, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and he shall abide by these provisions at no cost to the County.

29. DEDICATED ALLOWANCE ACCOUNT (NOT APPLICABLE)

A. Dedicated Allowance account(s) may have been established for the work of this Contract to pay for specifically identified work. The Contractor is not entitled to payment from the Dedicated Allowance funds unless, at the discretion of the A/E, work is performed that is within the scope of established pay items identified in the specific account. The Contractor shall perform such work only upon receipt of written direction from the A/E.

B. Unless prices are previously established within the Contract Documents, all provisions of Section 13 of the General Covenants and Conditions for Extra Work will prevail. However, if the Dedicated Allowance fund expenditure requires that all or any part of the work be done on a Lump Sum basis, and unless the A/E directs otherwise, the Contractor shall solicit not less than three subcontracts or materials bids on work normally done by specialty subcontractors and/or materials vendors. Work shall proceed only upon receipt of written direction by the A/E for the Lump Sum amount agreed upon with the Contractor. The A/E may request any and all written documentation that establishes the fair market value for the expenditures.

C. Should the aggregate of charges for all approved dedicated allowance fund expenditures be less than the amount of the dedicated allowance accounts, the final Contract price will be decreased by the amount of the difference. A dedicated allowance account can only be increased by the change order process. However, if funds remain within the Contingency Allowance account, after exhausting the funds in the Dedicated Allowance account, the

Contingency Allowance account can be used for additional work as described within this account. Funds from this Dedicated Allowance account cannot be used for Contingency work outside the specifically identified descriptions. No work shall be performed that would cause total charges under a dedicated allowance account or adjusted dedicated allowance account to exceed the authorized amount within the Contract.

30. CONTINGENCY ALLOWANCE ACCOUNT

A. A Contingency Allowance account has been established for the work of this Contract. The contract value includes no more than ten percent (10%) Contingency Allowance account. The Contractor is not entitled to funds from the Contingency Allowance account unless, at the discretion of the A/E, work is directed to be performed that is beyond the scope of established pay items but is required in order to complete the project to its' full capacity, functional ability and comply with all safety and health requirements. The Contractor shall perform such work only upon receipt of an executed Contingency Allowance account expenditure form (Dade County form) from the A/E / Designee. **(NOT APPLICABLE)**

B. All provisions of Section 13 of the General Covenants and Conditions for Extra Work will prevail, but if the allowance account expenditure requires that all or any part of the work be done on a Lump Sum basis, and unless the A/E directs otherwise, the Contractor shall solicit not less than three subcontracts or materials bids on work normally done by specialty subcontractors and/or materials vendors. Work shall proceed only upon receipt of the executed Contingency Allowance account expenditure form that states approval by the A/E of the Lump Sum amount agreed upon with the Contractor. **(NOT APPLICABLE)**

C. All work shall be done in accordance with all the provisions and requirements of Section 13 Extra Work and Payment Therefore, of the General Covenants and Conditions that shall govern the conduct and payment for this work. **(NOT APPLICABLE)**

D. Should the aggregate of charges for all approved Contingency Allowance account expenditures be less than the amount of the Contingency Allowance account, the final Contract price will be decreased by the amount of the difference. A Contingency Allowance account can only be increased by the change order process. No work shall be performed that would cause total charges under the Contingency Allowance account or adjusted Contingency Allowance account to exceed the authorized amount. **(NOT APPLICABLE)**

E. This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension for reasons exhibited in the last paragraph in this Section 11, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

31. SUBSTANTIAL COMPLETION AND PUNCH LIST

A. Upon attainment of Substantial Completion as defined in the Instruction To Prospective Contractors, the Contractor shall submit, in writing, a request for substantial completion verification from the A/E. If the A/E verifies Substantial Completion for the project or a specifically identified milestone within the project, the Contractor and the Project Manager shall schedule a meeting in which they will, together, identify all outstanding items required to complete that milestone or the project in its' entirety.

B. The items identified to be completed shall constitute the Punch List. The A/E and Contractor shall have thirty (30) working days from the date of substantial completion to create the Punch List. When the Contractor successfully completes all identified items to the satisfaction of the A/E and in accordance with the Contract Documents, the contractor may submit a payment request for all remaining retainage withheld for that milestone or the project whichever is appropriate.

C. Should the Contractor not successfully complete any items contained in the Punch List or if a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the A/E may elect to continue to withhold an amount not to exceed 150 percent of the total costs to complete such items and release the remaining retainage.

32. WARRANTY (S)

A. Unless otherwise stated, the warranty shall be for a period of one year commencing with the execution of the certificate of final acceptance, a Miami-Dade County form. The County reserves the right to all warranties offered during the normal trade of business and, at the direction of the project A/E, the contractor shall execute an assignment of warranty document on all such commercial warranties allowing the County to submit and enforce such warranty after the expiration of the general warranty. This assignment shall be duly executed by both the contractor and the manufacturer transferring all rights of enforcement to the County at no additional charge to the County.

B. For certain products such as mechanical equipment, roofing systems, coating systems, etc., the warranty period shall be as stipulated within specifications and the warranty period shall commence from the date the individual equipment or product is put into full productive service, however the warranty period shall not commence until the proper warranty document(s) have been transferred and accepted by the County.

33. CONTRACTOR'S EVALUATION(S)

A. Miami-Dade County user Department shall have the responsibility to evaluate the efforts by the Contractor for each Contract utilizing a standard evaluation instrument created for this purpose. Depending on the size, term and complexity of each Contract, the Department construction manager most familiar with the on-going work in the field, shall evaluate the Contractor's performance at least once; for longer term or more complex Contracts, the construction manager may create interim evaluations. If only one evaluation is done, it shall be completed just prior to the Contract completion however subsequent to the completion of the majority of punch list items.

B. Should the Contractors' performance require significant performance improvements, the Department construction manager shall create an interim evaluation as soon as poor performance is identified, in order to provide to the Contractor an evaluation exhibiting the failures and providing the Contractor the opportunity to make the necessary improvements.

SPECIAL PROVISIONS

TABLE OF CONTENTS

GENERAL..... 3

COUNTY DAMAGES IN CASE OF DELAY..... 3

APPLICABLE WAGES RATES FOR NON-FEDERALLY FUNDED PROJECTS WITH CONTRACT AWARDS GREATER THAN HUNDRED THOUSAND DOLLARS ($100,000.00)..... 3

LOCATION OF WORK..... 4

SCOPE OF WORK..... 4

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) SUBCONTRACTOR GOAL 4

INSURANCE TO BE CARRIER BY CONTRACTOR..... 4

COMMUNITY WORKFORCE PROGRAM GOAL..... 4

PLANS..... 4

PERFORMANCE AND PAYMENT BOND..... 4

SUBMISSION OF BID BOND..... 5

PERMITS AND LICENSES..... 5

SITE INVESTIGATION..... 5

LIMITATIONS OF OPERATIONS..... 6

ENVIRONMENTAL PROTECTION..... 8

PERFORMANCE OF WORK..... 7

PRE-BID CONFERENCE..... 7

UTILITIES..... 8

WORKSITE AND STAGING SITE MAINTENANCE CONDITIONS..... 8

PROJECT SIGN..... 8

AWARD OF CONTRACT AND TIME FOR COMPLETION..... 9

PRE-WORK CONFERENCE..... 9

HURRICANE PREPARATIONS..... 10

BASE BID LINE ITEM EXPLANATION..... 10

MOBILIZATION/DEMOBLIZATION..... 10

FLOATING SILT BARRIER 10

STAKED SILT FENCES 11

CLEARING AND GRUBBING OF SITE 11

MULCHING OF CLEARED MATERIAL..... 12

59

SPECIAL PROVISIONS

GENERAL SURVEY REQUIREMENTS AND ACCEPTANCE THEREOF (PROGRESS AND FINAL AS-BUILT SURVEYS) 12
WAGES..... 13

SPECIAL PROVISIONS

GENERAL

The applicable portions of the 2007 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF METROPOLITAN DADE COUNTY, shall apply to this Project.

The award and successful completion of this project will be pursuant to the execution of a Pre-Trial Intervention Agreement (Agreement) that was presented by the State Attorney's Office and with prior approval by the Miami-Dade County Board of County Commissioners. The Contractor shall complete the scope of work stated within this document within the time period stipulated. In accordance to the Agreement, the project will be done at no cost to the County. Therefore, any sections and statements thereof within this document regarding any payments to the Contractor shall be stricken. Payment shall be defined as any compensation to the Contractor for completion of an item(s) within the approved scope of work. Despite the omission of payment(s) to the Contractor, the Contractor shall adhere to all approved ordinances, codes, and sections found within this document, unless otherwise noted.

The County will monitor the progress and subsequent completion of the approved scope of work through the review and acceptance of "Completion Summaries" that will be submitted to the County by the Contractor on a monthly basis. Each "Completion Summary" shall be prepared by the Contractor and will clearly indicate the quantities completed to date per line item. This document shall serve the purpose of an invoice. Along with an original completion summary, the Contractor's submittal shall include and not be limited too Releases of Lien from each subcontractor and supplier and warranties (if necessary).

COUNTY DAMAGES IN CASE OF DELAY

The Contractor is obligated and guarantees to meet the stipulated completion date set forth in the contract (Agreement), the Contractor must submit a written request for an extension that states the justification and number of days requested. The County shall consider all such requests in a timely fashion, however, if the County determines that the cause of delay was avoidable or if insufficient justifications provided, the Contractor will be liable for liquidated damages as set forth in the contract. The amount of liquidated damages shall be limited to **$1,423[1] per day**, which is hereby agreed upon not as a penalty but as liquidated damages.

APPLICABLE WAGE RATES FOR NON-FEDERALLY FUNDED PROJECTS WITH CONTRACT AWARDS GREATER THAN ONE HUNDRED THOUSAND DOLLARS ($100,000.00)

The applicable wage rates for non-federally projects whose award is greater than one hundred thousand dollars ($100,000.00) are County Prevailing Wage Rates as per Section 2-11.16 of the

[1] In accordance with FDOT 2007 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Code of Miami-Dade County. Davis-Bacon Wage Rates do not apply as per FAR 22.403.1.

LOCATION OF WORK

The work proposed under this Contract (Agreement) shall take place within the Oleta River State Park.

SCOPE OF WORK

The work included under this Contract (Agreement) consists of furnishing all supervision, labor, materials, equipment and tools necessary to clear approximately ten (10) acres of area currently filled with exotic vegetation. All cleared material shall be mulched, loaded, transported, and spread to a maximum depth of six (6) inches on site or in a designated area of the park property. Once all vegetation is cleared, the area(s) shall be evenly graded to ensure a uniform final grade.

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) SUBCONTRACTOR GOAL (NOT APPLICABLE)

No **CSBE Subcontractor Goal** has been established for this project. In accordance with Ordinance 90-143, the **2009** Responsible Wages and Benefits (Heavy) are applied to this project. As stated in the Advertisement, two envelopes must be submitted on the Bid Submission day: The Department of Business Development (DBD) will review the Schedule of intent (SOI) Forms contained in the first envelopes to determine if the participating bidder satisfied the requirements set forth in the Advertisement for bids. Bidders with acceptable Qualifications determined by DBD will be allowed to participate in the bid opening activities (to be scheduled 48 hours after the Bid Submittal date), where their bid-pricing envelope will be opened and the amount read aloud on the office of the Clerk of Board. Date and the time information will be included within the request to advertise. Bidders who fail to submit the SOI Forms or do not meet the minimal Qualification Requirements shall be deemed non-responsive, and be excluded from participating in the bid opening activities. Please review the attached CSBE Participation Provisions for CSBE Compliance requirements.

INSURANCE TO BE CARRIED BY CONTRACTOR

The contractor shall adhere to Section 12, "Insurance To Be Carried By Contractor", of the General Covenants.

COMMUNITY WORKFORCE PROGRAM GOAL (NOT APPLICABLE)

There **are no** goals associated with this project.

PLANS

The plan sheets accompanying these contract documents are entitled "Oleta River State Park Exotic Vegetation Removal Project". Supplemental project drawings such as copies of surveys are available upon request.

PERFORMANCE AND PAYMENT BOND

The Contractor to whom the contingent award is made shall duly execute and deliver to the County a Payment and Performance Bond, cash or surety, for the total amount of the contract (Agreement)

award, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. Said bonds shall include the cost of construction and non-construction services associated with this project's scope of work. The aforementioned bonds must be submitted within fourteen (14) calendar days from the date of notice of award.

SUBMISSION OF BID BOND (NOT APPLICABLE)

The Bid Bond amount will be five (5) percent of the contractor's total bid amount and must be submitted along with the bid at the time of submission. Bids submitted without this item will be considered non-responsive and shall be removed from further consideration.

PERMITS, LICENSES AND/OR LETTER(s) OF AUTHORIZATION TO PERFORM WORK

PAGE 58, SECTION 7-2.1 - GENERAL: This subarticle is amended to include the following:

All work shall be performed within the project limits. All copies of necessary permits and/or letter(s) of authorizations are attached within. Any additions or revisions to the existing permits will be provided at the time of award.

SITE INVESTIGATION

PAGE 12, SECTION 2-4 - EXAMINATION OF PLANS, ETC.: This article is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he and all his subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials; access roads to the site: the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. The Department has a portion of a Site Assessment Report conducted by a consultant in April 2003. The entire report will be available for review in the Department's Project File. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he is awarded the Contract.

The Contractor's procedures and methods of construction may be of his own selection, provided they obtain results, which satisfy the requirements of the plans and specifications. Permission by the designated County representative to use any particular device or method of construction shall not relieve the Contractor from full responsibility for any failure, which may arise there from.

LIMITATIONS OF OPERATIONS

PAGE 74, SECTION 8-4.1 - NIGHT WORK: Add the following to this sub-article:

No work shall be done at all on Saturday or Sunday or any day between the hours of 4:00 p.m. and 7:00 a.m. (not to exceed 8 hours a day) except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the designated County representative. The Contractor shall restrict his hauling operations to the Park access road, or as directed by the Engineer. An access agreement has

been provided by the Miami Dade County Parks and Recreation for this project and is located within the appendix. The contractor shall maintain these roads in a serviceable condition during for the duration of the contract, and shall restore roads to same condition as when job started, prior to final acceptance of project. The Contractor shall obtain a Release from the Miami-Dade Parks and Recreation prior to initiating the project.

ENVIRONMENTAL PROTECTION

This section includes requirements for prevention of environmental pollution and damage as the result of construction operations under this contract. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes.

The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants. The Contractor is required to protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. The Contractor shall confine activities to areas defined by the drawings and specifications.

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the Engineer or DERM Authorized Representative. The Contractor shall not fasten ropes, cables, or guys to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times.

Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced by the Contractor. **Monuments and markers and any monitoring wells shall be protected before construction operations commence by the Contractor. The Contractor shall convey to all of personnel the purpose of marking and/or protection of all necessary objects.**

The Contractor shall clearly identify by marking, fencing, or wrapping with boards, or any other approved techniques, trees, shrubs, vines, grasses, land forms, and other landscape features indicated and defined on the drawings to be preserved.

The Contractor shall protect earthwork brought to final grade and back slopes as soon as practicable upon completion of rough grading. The Contractor shall plan and conduct all earthwork in such a manner that minimizes the duration of exposure of unprotected soils. The Contractor shall utilize such methods as necessary to effectively prevent erosion and control sedimentation. The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features (silt fencing) as indicated or required. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching until the restoration sites are completed and operative.

SPECIAL PROVISIONS

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out herein shall be implemented by the Contractor to control water pollution. The contractor shall install and successfully maintain erosion and sediment measures (silt fencing) around the entire perimeter of the construction site to prevent the migration of silt to adjacent water bodies and mangroves. Conduct all construction activities in such a manner as to minimize turbidity. The Contractor is responsible for monitoring turbidity as specified on the attached permits and to assure that State Water Quality Standards are met. Monitor all water areas affected by construction activities.

The Contractor shall maintain construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Endangered Species Act of 1973, as amended, the Marine Mammal Protection Act of 1972, and Section 370.12, Florida Statutes. The Contractor shall be held responsible for any manatee harmed, harassed, or killed as a result of the construction of the project. The Contractor shall maintain a log detailing all sightings, collisions, damage, or killings of manatees, which occur during the contract.

The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air. All activities, equipment, processes and work operated or performed in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statute, Chapter 403 and others) and all federal emission and performance laws and standards. The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall clean up any area(s) used for construction and restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

PERFORMANCE OF WORK

PAGE 39, SECTION 5-8.2 - CONTRACTOR'S SUPERINTENDENT: This sub-article is expanded to include the following:

The Contractor shall furnish a qualified superintendent who will be present at **all** times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plant shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The plant and all operations shall be subject to inspection by the designated department representative at all times. The Contractor shall submit for approval by the County representative a description of the type of materials and equipment to be used, and the method of procedure to be use in the performance of the work during the Pre-Construction Meeting.

PRE-BID CONFERENCE

A pre-bid conference for the subject project will be held as follows:

TIME: Addendum will provide time

DATE: Addendum will provide date

SPECIAL PROVISIONS

PLACE: Addendum will state meeting place

The Pre-Bid conference is being held primarily to answer any questions regarding the scope of work, bidding, contracting, and construction reporting requirements, etc. While attendance of the Pre-Bid Conference is not compulsory, it is strongly recommended that all bidders and prospective Black and Hispanic Subcontractors attend to assure full understanding of the above referred to Ordinance and "Supplemental General Conditions."

UTILITIES

PAGE 64, SECTION 7-11.6 UTILITIES: This sub-article is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed, " the Contractor, nevertheless shall commence work under this Contract, and shall schedule his work to avoid interference with the utility relocation work. The County will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the County be held responsible for any damages to any utilities, due to any actions by the Contractor.

NOTE: The Contractor shall contact the Underground Notification Center (1-800-432-4770) and the Underground Notification for Florida Power and Light Company (789-2020) at least forty-eight (48) hours prior to commencing any trenching or excavation on this Project.

WORKSITE AND STAGING SITE MAINTENANCE CONDITIONS

It shall be the Contractor's responsibility to maintain the work site and staging area in an environmentally clean condition. The action to maintain a clean and orderly environment shall be on a daily basis. All trash, refuse, debris including all items not indigenous to the environment, lying on or in contact with the shoreline, shall be removed from the site (and staging area) by the Contractor at his expense.

All routine maintenance of equipment must be done at an offsite permitted vehicle repair facility. Only emergency repairs will he allowed on site. An emergency is defined as a situation where the machine is both incapable of working and cannot be reasonably moved to a permitted vehicle repair facility. If emergency repairs are undertaken on site, all procedures outlined in DERM'S Best Management Practices for Mechanical Repair facilities will be followed.

The contractor shall be aware that any hazardous material spilled during the course of the work, must be immediately reported to DERM and cleaned up in a timely fashion (within 24 hours). Failure to clean up within the specified time and proper manner may result in a monetary fine. The Contractor shall erect and maintain barricades and warning signs to protect the public during the course of the work. All equipment and materials to be used in this work shall be placed so that they may in no way jeopardize the safety of the public or of those engaged in the construction.

PROJECT SIGN

Miami-Dade County General Service Administrative (GSA) will be the sole sources of Project Signs for this contract. Once GSA completes the preparation of the signs, the contractor shall pick-up,

deliver and install the signs at sites designated and approved by the Engineer. It is the Engineer's responsibility to coordinate the location and installation of the sign(s) with GSA. A minimum of two signs are to be installed and will be required at the site(s) where work is in progress. Any maintenance or relocation, as directed by the Engineer, shall be done by the contractor. At the completion of the project, the contractor shall deliver all sign(s) to a site designated by the Engineer. The installation, maintenance, relocation, addition of project signs, and subsequent removal shall be performed by the Contractor in accordance with standard details sheets contained in this contract. This includes temporary removal, storage, and re-installation of signs in the event a weather event threatens the area. Any damages caused by a sign(s) being left in place during a weather event will be borne solely by the Contractor. These signs must be secured, braced and mounted as directed by the Engineer. The cost for installing, maintaining, relocating, removing additional project signs (including the temporary removal, storage and re-installation of signs in the event a weather event threatens the area) and material used in bracing, mounting, shall be borne by the County. If the Project signs(s) become damaged or unreadable during the phase of construction, the contractor shall notify the Engineer immediately. In turn, the sign shall be installed (as directed by the Engineer) by the contractor. Upon completion, the contractor is responsible for returning all remaining templates to the designated GSA facility. Payment for the activities associated with the installation, maintenance and removal (including the temporary installation and removal due to weather events) of project signs shall be included as a portion of the mobilization costs borne by the Contractor and paid by the County. Due to the fact that this proposed work will be performed along an adjacent access route, the Contractor may be asked to install an additional sign instructing the general public that unauthorized entry is not allowed. Work shall not commence until the Project Sign is secured in place as directed by the Engineer.

AWARD OF CONTRACT AND TIME FOR COMPLETION

The award and successful completion of this project will serve as final resolution to a Pre-Trial Intervention Agreement (Agreement) that was presented by the State Attorney's Office and ratified by the Miami-Dade County Board of County Commissioners on xx/xx/xxxx. The Contractor shall complete the scope of work stated within this document within the time period stipulated. In accordance to the Agreement, the project will be done at no cost to the County. Therefore, any sections and statements thereof within this document regarding any payments to the Contractor shall be stricken. Payment shall be defined as any compensation to the Contractor for completion of an item(s) within the approved scope of work. Despite the omission of payment(s) to the Contractor, the Contractor shall adhere to all approved ordinances, codes, and sections found within this document, unless otherwise noted.

All work under the terms of this contract (Agreement) shall be completed within one hundred and twenty (120) calendar days dating from the effective date of the Notice to Proceed. Liquidated damages of $1,423[2] dollars per day will be applied should completion be delayed past the specified date, as stated on the "Notice to Proceed."

PRE-WORK CONFERENCE

PAGE 74, SECTION 8-3.5 - PRECONSTRUCTION CONFERENCE: This sub-article is expanded to include:

[2] In accordance with FDOT 2007 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

SPECIAL PROVISIONS

After the Award of Contract and prior to the issuance of the "Notice to Proceed," a Pre-work Conference will be held with the Contractor. The Contractor will provide the County with a copy of the proposed work schedule for the Project.

HURRICANE PREPARATIONS

The Contractor shall have staff and material immediately available to remove or adequately secure all materials and tie down all equipment per F.D.O.T. specifications if a hurricane warning is issued. This includes temporarily removing and properly storing all installed project signs.

- ***Upon Notification of A Hurricane Watch***
  Formal notification will be delivered to the Contractor requesting submission of a Plan of Action in describing specific actions to be taken on the project.

- ***Upon Notification of a Hurricane Warning***
  Formal notification will be delivered to the Contractor to implement the approved Plan of Action. For construction projects within the public right-of-ways, the Contractor will notify all field personnel to suspend all operations. Open trenches will be backfilled, all construction equipment and materials shall be removed from the site, relocate traffic barricades and signs, and secure the trailer office before evacuating the site.

BID LINE ITEM EXPLANATION

Information in this section shall supersede other conflicting information as pertain to the line item explanation.

MOBILIZATION/DEMOBILZATION

The Contractor shall perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the installation, maintenance, and removal of project signs (includes cost for temporarily installation, storage, and removal due to weather events), movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of, but not limited to safety equipment, first aid supplies, and sanitary facilities. This item also includes the submittal of a Maintenance of Traffic Plan (M.O.T.) to the Engineer or department representative for review and approval (if necessary). Partial acceptance of this line item shall be acknowledged by the County when mobilization activities to the site have commenced. The remainder shall be accepted upon completion and the County's acceptance of substantial completion of the overall project.

FLOATING SILT BARRIER

The Contractor shall furnish, install, maintain, relocate, and remove floating silt barriers in accordance with the manufacturer's directions, the Specifications, details as shown in the plans (if available) and applicable sections of the FDOT Roadway and Traffic Design Standards. Measurement and acceptance via "Completion Summary" shall be based on total linear feet installed, properly maintained, and subsequently removed (all actions performed by the Contractor) contingent upon acceptance by the Engineer. This item is contingent upon actual field conditions and may be increased or decreased or eliminated as directed by the Engineer or authorized department representative.

Any additional costs resulting from compliance with the requirements of this section, other than construction, routine maintenance, relocation, and removal of the silt barrier shall be borne by the Contractor. Particular attention should be taken to prevent repeated pollution, turbidity, or siltation migration at the site. Otherwise, the County reserves the right to employ outside assistance or to use County forces to provide the necessary corrective measures. Any such costs incurred, including the engineering costs will be charged to the contractor.

STAKED SILT FENCE

The Contractor shall furnish, install, maintain, relocate, and remove of staked silt fencing in accordance with the manufacturer's directions, the Specifications, details as shown in the plans (if available) and applicable sections of the FDOT Roadway and Traffic Design Standards. Measurement and acceptance via "Completion Summary" shall be based on total linear feet installed, properly maintained, and subsequently removed (all actions performed by the Contractor) contingent upon acceptance by the Engineer. This item is contingent upon actual field conditions and may be increased or decreased or eliminated as directed by the Engineer or authorized department representative.

Any additional costs resulting from compliance with the requirements of this section, other than construction, routine maintenance, relocation, and removal of the staked silt fencing shall be solely borne by the Contractor. In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor.

CLEARING, GRUBBING, AND LEVELING OF SITE

This item is contingent upon actual field conditions and may be increased or decreased or eliminated as directed by the Engineer or authorized department representative. The Contractor shall bear all costs for furnishing all necessary equipment and operators to successfully and completely perform clearing, grubbing, and grading activities in areas as directed by the Engineer or authorized representative. Measurement and acceptance via "Completion Summary" of this item shall be based on amounts of land cleared (per acre) and uniformly graded contingent to the approval and acceptance of the Engineer or authorized representative and, thus, indicated on signed and sealed pre and post clearing surveys. All surveys must be signed and sealed by a certified licensed Land Surveyor registered in the State of Florida. Please see "General Survey Requirements" and Acceptance Thereof."

The Contractor shall use hand held Geographic Positioning System (GPS) units to track areas cleared and to measure the progress of work. Remove obstruction, trees, shrubs, grass, and other vegetation to permit installation of new construction. Hand method or Herbicidal treatment may be used for eradication of exotic vegetation in close proximity to protected species, or as directed by the Engineer or authorized department representative. The Contractor shall completely clear and remove all existing growth, including but not limited to tree trunks, root system, branches, stumps, and shrubs. The Contractor shall remove undesirable exotics or damaged trees as directed by the Engineer or authorized department representative.

In areas that are adjacent to existing bodies of water, existing bike/pedestrian trails, and existing mangroves, all clearing and grading activities shall occur in the presence of the Engineer or DERM

Representative. The Contractor shall protect and leave standing existing mangrove trees and any other protected native vegetation within this site.

Once the area has been cleared by the contractor and accepted as such by the Engineer or Department Representative, the cleared area will be graded or leveled to ensure a uniform grades and transitions

MULCHING OF CLEARED MATERIAL

The Contractor shall furnish all necessary equipment and equipment operators to successfully and completely perform mulching activities in areas as directed by the Engineer or authorized representative. The Contractor shall bear all costs for furnishing all necessary equipment and equipment operators to successfully and completely perform mulching activities in areas as directed by the Engineer or authorized representative. This includes the loading/unloading, transporting, dumping and spreading of all mulched material on site or in an designated site as directed by the Engineer or authorized representative.

Measurement and acceptance via "Completion Summary" of this item shall be based on the number of truckloads (fully loaded in cubic yards) loaded, unloaded, delivered, placed, graded, and recorded via a ticketing system which is collected by County Field Staff on site. Prior to initiating this task, the Contractor shall deliver to the Engineer a manifest of all trucks proposed to be use to transport the mulch. This documentation shall include all information indicating the heaped capacity as defined by the manufacturer for each truck listed on the manifest.

Progress and as-built surveys submitted by the Contractor to the Engineer for review and approval shall be used to verify quantities and that post placement elevations and grades comply with those on the approved plans and permits. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer.

GENERAL SURVEY REQUIREMENTS AND ACCEPTANCE THEREOF (PROGRESS AND FINAL AS-BUILT SURVEYS)

The Contractor is responsible for his own Baseline and any other survey work needed for control of the project during construction. The Contractor shall retain a certified Professional Land Surveyor registered in the State of Florida to prepare and submit signed and sealed progress and final surveys of land elevations. Progress and Final As-built Surveys shall comply with the minimum technical standards as per Chapter 61-G17 of the Florida Administrative Code and Chapter 472 of the Florida Statutes. Horizontal and vertical controls shall be based on NAD 1983/1990 and NGVD 1929 datums, respectively. Control points shall be identified with coordinates, elevations and descriptions. This includes the use of any Miami-Dade County benchmarks.

Post clearing progress surveys shall include a delineation of all areas cleared referenced with the use of control points with a note as to the amount of areas cleared (acres). All cross sections shall be taken at twenty-five (25) foot intervals and elevations (post clearing and grading) along those cross sections shall be taken every two (2) feet. The contractor shall submit two (2) signed and sealed progress as-builts surveys with each invoice that indicates clearing, excavation and backfilling activities. All data files in .txt, .csv and .dwg formats shall be also submitted to the Department for review. The final as-built survey submittal will consist of five hard-copy sets of signed and sealed drawings and the respective data files in txt, .csv and .dwg versions.

SPECIAL PROVISIONS

A final as-built survey shall be conducted and formally submitted to DERM for final acceptance and payment. This final as-built survey to be submitted by the Contractor for review and acceptance shall be a compilation of all approved progress surveys accepted by the County during the duration of the project. Failure to produce the above-mentioned drawings at the appropriate time may result in work stoppage until said information has been submitted to DERM for review and approval. No payments will be processed until the delinquencies are resolved. All surveys must be signed and sealed by a Professional Land Surveyor registered in the State of Florida.

WAGES

The County has included a copy of the 2009 Responsible Wages and Benefits. The Contractor shall become aware and adhere to most current version of the Responsible Wages and Benefits approved by the County.

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS

SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **Heavy**

Heavy Construction projects are those projects that are not properly classified as either "Building" or "Highway".

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347
(For Contractors Optional Use)

2010

72

INDEX
RESPONSIBLE WAGES AND BENEFITS

A. SUPPLEMENTAL GENERAL CONDITIONS

Minimum Wages and Posting of Information.....1-3

Liability for Unpaid Wages; Penalties; Withholding 3

Payrolls; Basic Records; Reporting.....4

Subcontracts.....5

Complaints and Hearings; Contract Termination and Debarment.....5-6

Apprentices and Trainees.....6-8

B. WAGES AND BENEFITS SCHEDULES Construction Type: Heavy

Bricklayer & Allied Craftsmen 1

Carpenters, Joiners, Lathers 2-3

Electrical Workers.....4

Electrical Workers (Electric Signs).....5

Ironworkers.....6

Laborers, Heavy Construction, Railroad and Utilities Contractor.....7

Millwrights, Machinery Erectors & Divers.....8

Operating Engineers.....9-10

Painters & Allied Trades.....11

Piledrivers, Bridge Carpenters & Divers..... 12

Pipefitters, Air Conditioning & Refrigeration.....13

Sheet Metal Workers.....14

Welders.....15

C. NOTICE TO EMPLOYEES

D. FAIR WAGE AFFIDAVIT

E. PAYROLL FORM WH - 347

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, 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. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January

1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is 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 Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Penelope Townsley, Director
Department of Small Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-3111.

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, 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. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the 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 accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given 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. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form.

The contractor shall submit all payrolls with each request for 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 these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of 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 back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) 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 and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) 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 decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

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.

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 rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate 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 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 number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule 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 least 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 schedule.

C. Apprentice Fringe Benefits.

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.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with 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.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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	$ 20.50	$ 3.30	$ 1.65	$ **25.45**
Foremen	21.50	3.30	1.65	**26.45**
General Foremen	22.00	3.30	1.65	**26.95**
Refractory Journeymen	23.58	3.30	1.65	**28.53**
Industrial Journeymen	23.58	3.30	1.65	**28.53**
Tile Finishers	15.38	3.30	1.65	**20.33**
Apprentices:				
First 6 months	$ 12.30	$ 3.30	$ 1.65	$ **17.25**
Second 6 months	14.35	3.30	1.65	**19.30**
Third 6 months	16.40	3.30	1.65	**21.35**
Fourth 6 months	17.43	3.30	1.65	**22.38**
Fifth 6 months	18.45	3.30	1.65	**23.40**
Sixth 6 months	19.48	3.30	1.65	**24.43**

(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
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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	$ 21.75	$ 3.30	$ 4.85	$ **29.90**
Foremen (15 or less workers)	24.25	3.30	4.85	**32.40**
Gen. Foremen (16 or more workers	24.75	3.30	4.85	**32.90**
Apprentices (Carpenters, Carpet Workers and Interior Specialist):				
First 6 months	$ 13.05	3.30	4.85	$ **21.20**
Second 6 months	14.14	3.30	4.85	**22.29**
Third 6 months	15.23	3.30	4.85	**23.38**
Fourth 6 months	16.31	3.30	4.85	**24.46**
Fifth 6 months	17.40	3.30	4.85	**25.55**
Sixth 6 months	18.49	3.30	4.85	**26.64**
Seventh 6 months	19.58	3.30	4.85	**27.73**
Eighth 6 months	20.66	3.30	4.85	**28.81**
CARPET WORKERS (3)				
Journeymen	$ 21.75	3.30	4.85	$ **29.90**
Foremen (12 or less workers)	24.25	3.30	4.85	**32.40**
Foreman (13 or more workers)	24.75	3.30	4.85	**32.90**

(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. Including all forming scaffold and shore support systems installation, disassembly and handling. Installation and maintenance of all safety systems, safety netting and cable systems, all - arrest systems and guard rail systems.

(3) Carpet workers: include all finish-floor and over-lay type flooring systems, carpet, resilient, vinyl, and in-lay.

Scaffolds: erection, assembly and disassembly of all scaffolding and shoring systems not directly utilized by masonry type trades. Includes frame type scaffolds, system type and custom scaffolds such as tube and clamp materials. All temporary access and egress ladder and stair systems. Includes handling of all included materials by apprentices. Erection and maintenance of all scaffolds which by design and or mandate include fall-arrest systems, toe-boarding, guard rails and netting systems.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

CARPENTERS Cont'd...

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 all 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:
Two (2) Apprentices to three (3) Journeymen.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (2)				
Electrical portion of the contract is valued UNDER TWO (2) MILLION				
Journeymen:				
Wiremen	$ 27.15	$ 5.25	$ 2.99	$ **35.39**
Cable Splicers	27.65	5.25	3.04	**35.94**
Welders	27.65	5.25	3.04	**35.94**
Foremen	29.87	5.25	3.29	**38.41**
General Foremen	32.58	5.25	3.58	**41.41**
Electrical portion of the contract is valued OVER TWO (2) MILLION				
Journeymen:				
Wiremen	$ 29.61	$ 5.25	$ 3.26	$ **38.12**
Cable Splicers	30.11	5.25	3.31	**38.67**
Welders	30.11	5.25	3.31	**38.67**
Foremen	32.57	5.25	3.58	**41.40**
General Foremen	35.53	5.25	3.91	**44.69**
Apprentices:				
First year	$ 14.39	$ 5.25	$ 1.58	$ **21.22**
Second year	15.15	5.25	1.67	**22.07**
Third year	16.83	5.25	1.85	**23.93**
Fourth year	18.39	5.25	2.02	**25.66**
Fifth year	20.91	5.25	2.30	**28.46**

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) 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 low voltage fire alarm systems. The installation of structured cabling system for transmission of voice, data and video signals.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.

Hazard Pay: add $1.75 per hour rate

Electrical rates listed within the Responsible Wages and Benefits are based on the total value of electrical projects and cannot be broken down into smaller projects to avoid payment of the established wages.

85

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (ELECTRIC SIGNS)				
Journeymen:				
Wireman	$ 24.00	$ 5.25	$ 2.64	$ **31.89**
Foreman	26.40	5.25	2.90	**34.55**
General Foreman	28.80	5.25	3.17	**37.22**
Apprentices:				
First Year	$ 12.72	$ 5.25	$ 1.40	$ **19.37**
Second Year	13.44	5.25	1.48	**20.17**
Third Year	14.88	5.25	1.64	**21.77**
Fourth Year	16.32	5.25	1.80	**23.37**
Fifth Year	18.48	5.25	2.03	**25.76**

Hazard Pay: add $1.75 per hour

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.

Includes: installation, repair, addition, or changes of any illuminated sign, non-illuminated sign, or luminous tubes traffic signalizations. 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.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
IRONWORKERS (2)				
Journeymen	$ 31.20	$ 3.55	$ 2.78	$ **37.53**
Foremen	33.20	3.55	2.78	**39.53**
General Foremen	35.20	3.55	2.78	**41.53**
Apprentices:				
First 6 months (1000 Hrs)	$ 15.60	$ 0.75	$ 0.00	$ **16.35**
Second 6 months (1000 Hrs)	17.16	0.75	0.00	**17.91**
Third 6 months (1000 Hrs)	18.72	0.75	0.00	**19.47**
Fourth 6 months (1000 Hrs)	20.28	3.55	0.00	**23.83**
Fifth 6 months (1000 Hrs)	21.84	3.55	0.00	**25.39**
Sixth 6 months (1000 Hrs)	23.40	3.55	0.00	**26.95**
Seventh 6 months (1000 Hrs)	24.96	3.55	0.00	**28.51**
Eighth 6 months (1000 Hrs)	26.52	3.55	0.00	**30.07**
Ninth 6 months (1000 Hrs)	28.08	3.55	0.00	**31.63**
Tenth 6 months (1000 Hrs)	29.64	3.55	0.00	**31.77**

Diving Pay: 0 to 33 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.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices.

87

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
LABORERS, HEAVY CONSTRUCTION, RAILROAD CONTRACTORS, & UTILITIES CONTRACTORS				
Construction Laborer (2)	$ 14.00	$ 2.50	$ 1.92	$ **18.42**
Landscape Laborer (2)	14.00	2.50	1.92	**18.42**
Construction Specialist (3)	14.62	2.50	1.92	**19.04**
Pipelayer	14.67	2.50	1.92	**19.09**
Hazardous Waste Specialist (3)	14.67	2.50	1.92	**19.09**
Laborer Concrete Specialist (4)	14.00	2.50	1.92	**18.42**
Landscape Maintenance Laborer	14.00	2.50	1.92	**18.42**
Labor Foreman (7 or more)	15.67	2.50	1.92	**20.09**
General Foreman (15 or more)	17.17	2.50	1.92	**21.59**

(1) Per hour health benefit includes hospitalization, medical and life insurance

Contractors doing jobsites, such as pipelaying, drainage, concrete curbs and gutters, sidewalks, slabs, all paving and preparations for paving both in and under the building, parking garages or in buildings where garages exist under the buildings. All site prep such as dirt filling, excavation, seawalls, bulkheads, landscaping irrigation, all soakage pits, septic tanks, French Drains or other drainage, back filling or work so designated as Heavy Construction Engineering work.

(2) General laborers work include unloading and stockpiling on the ground plastering and/or masonry material, fence erector, guardrail erector, grade marker, small tool operator and power subgrade mixer.

(3) Semi-skilled laborer/Specialist classifications shall include all tenders (mason and plasterers), concrete placement - patchman and finish tenders, scaffold builders, strippers and wreckers, electric and air hammers, concrete grinders, saws, coring machines, nozzle and hoppers mixers, cutting torch, hydro-blasting, chainsaws, pipelayers, laborers engaged in concreting on all slip form operation Equipment under the jurisdiction of the Laborers International Union of North America, AFL-CIO

(4) Laborer Concrete Specialist classification shall include the preparation, pouring, placing, spreading, rodding and finishing of cement or concrete on highways, roads, streets and airport runways.

NOTE:
Add $0.50 per hour to the per hour wage rate if power tools are used.
Add $0.50 per hour to the per hour wage rate for water truck driver.
Add $0.25 per hour to the per hour wage rate if freshly creosoted lumber or hot mastic materials are handled

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
MILLWRIGHTS,MACHINERY ERECTORS & DIVERS (2 & 3)				
Journeymen	$26.93	$3.30	$6.30	$ 36.53
Foremen	28.93	3.30	6.30	38.53
General Foremen	29.93	3.30	6.30	39.53
Journeymen Divers	$32.29	$3.30	$6.30	$ 41.89
Foremen (Divers)	34.79	3.30	6.30	44.39
Foremen (11 or more workers)	37.29	3.30	6.30	46.89
Diver Tenders	29.29	3.30	6.30	38.89
Apprentices:				
First year (6 months)	$16.16	$3.30	$6.30	$ 25.76
Second year (6 months)	17.50	3.30	6.30	27.10
Third year (6 months)	18.85	3.30	6.30	28.45
Fourth year (6 months)	20.20	3.30	6.30	29.80
Fifth year (6 months)	21.54	3.30	6.30	31.14
Sixth year (6 months)	22.89	3.30	6.30	32.49
Seventh year (6 months)	24.24	3.30	6.30	33.84
Eight year (6 months)	25.58	3.30	6.30	35.18

(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, aluminum 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 any and all component parts thereto, either assembled, semi-assembled, or dissembled. Such work includes, but is not limited to the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, 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 drives 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

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATING ENGINEERS, HEAVY CONSTRUCTION (Includes all work except Building Construction)				
CLASS A				
Cranes and Derricks Hoists (2&3 drum only) Grader, Finish Drill Rig, Truck Mounted (Watson Class)	$ 27.58	$ 4.00	$ 4.50	$ **36.08**
CRANES (NCCCO Certified)	28.08	4.00	4.50	**36.58**
CLASS B				
Draglines Graders, Sub-Grade Concrete Pump (Truck mounted and concrete placing booms) Drill Rigs, Truck Mounted (Sterling Class)	24.51	4.00	4.50	**33.01**
CLASS C				
Backhoes (track, rubber tires etc.) Excavators, Mini Excavators, Dozers Hyd. Crane (under 15 tons) Pavement Breakers Travel Lift or Straddle Buggy Trenching Machine Gradall Front-end Loaders and "Bobcats" Welder Mechanic	21.00	4.00	4.50	**29.50**
CLASS D				
Asphalt Paving Machine Batching Plant, Boring Machine Concrete Pumps (trailer mounted) Hoists (electric, hyd., air) Personnel, material, tugger Inside Elevators, temporary Forklifts	20.44	4.00	4.50	**28.94**

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATING ENGINEERS, HEAVY CONSTRUCTION				
CLASS D Continued				
Milling Machine	$ 20.44	$ 4.00	$ 4.50	$ **28.94**
Spreading/Finishing Machine				
All other power equipment Not specified				
CLASS E				
Rollers, Mechanical Broom	19.35	4.00	4.50	**27.85**
Compressor (over 250 CFM)				
Utility Oper. (less than 6 pcs. equip.)				
Pumps/Dewatering (4"+)				
Tractors				
Driver (ALL misc trucks)				
Welding Machines (3 or more)				
Scrapers & Off-Road Trucks				
CLASS F				
Oiler/Driver, Truck Crane	20.00	4.00	4.50	**28.50**
CLASS G				
Oiler/Crawler Crane	18.00	4.00	4.50	**26.50**
Mechanic Helper				

A working master mechanic shall be required when five (5) or more journeyman equipment operators are employed by an Employer on a project. Master Mechanics shall be paid one dollar ($1.00) per hour above the journeyman wage rate for the highest paid classification of equipment operator under the Employer's control.

Apprentices Ratio: Three (3) apprentices to one (1) Journeyman. Apprentices must be under supervision of Journeyman

First 6 months	11.74	4.00	4.50	**20.24**
Second 6 Months	12.91	4.00	4.50	**21.41**
Third 6 months	14.09	4.00	4.50	**22.59**
Fourth 6 months	15.26	4.00	4.50	**23.76**
Fifth 6 months	17.61	4.00	4.50	**26.11**
Sixth 6 month	19.96	4.00	4.50	**28.46**

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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:				
Commercial/Residential	$ 16.00	$ 3.00	$ 2.50	$ **21.50**
Industrial	19.50	3.70	3.25	**26.45**
Bridges, Nuclear Power Sites	22.50	3.70	3.25	**29.45**
Chargeperson (up to 5 workers add $1.00 per hour)				
Chargeperson (6 or more workers add $1.50 per hour)				
General Foreman: $1.00 per hour above highest paid Chargeperson				
Apprentices:				
First 6 months	10.40	3.00	0.10	**13.50**
Second 6 months	11.20	3.00	0.10	**14.30**
Third 6 months	12.00	3.00	0.10	**15.10**
Fourth 6 months	12.80	3.00	0.10	**15.90**
Fifth 6 months	13.60	3.00	0.10	**16.70**
Sixth 6 months	14.40	3.00	0.10	**17.50**
Seventh 6 months	15.20	3.00	0.10	**18.30**
Eighth 6 months	15.20	3.00	0.10	**18.30**

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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 concrete 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 not 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 applied to walls/ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all 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.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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)				
Piledrivers and Bridge Carpenters				
Journeymen	$ 22.00	$ 3.40	$ 4.95	$ **30.35**
Foremen (10 or less workers)	24.50	3.40	4.95	**32.85**
Foremen (11 or more workers)	25.00	3.40	4.95	**33.35**
Divers				
Journeymen Divers	$ 27.87	$ 3.40	$ 4.95	$ **36.22**
Foremen (10 or less workers)	31.87	3.40	4.95	**40.22**
Foremen (11 or more workers)	33.87	3.40	4.95	**42.22**
Diver Tenders	22.00	3.40	4.95	**30.35**
Apprentices:				
First year	$ 13.20	$ 3.40	$ 4.95	$ **21.55**
Second Year	15.40	3.40	4.95	**23.75**
Third Year	17.60	3.40	4.95	**25.95**
Fourth Year	19.80	3.40	4.95	**28.15**

(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, whethe 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 materia 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 al 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
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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	$17.68	$4.70	$1.00	**$23.38**
Foremen	20.33	4.70	1.00	**26.03**
General Foremen	22.10	4.70	1.00	**27.80**
COMMERCIAL, AC UP TO 20 TONS (R3)				
Journeymen	$ 20.19	$4.70	$3.55	**$ 28.44**
Foremen	23.22	4.70	3.55	**31.47**
General Foremen	25.24	4.70	3.55	**33.49**
INDUSTRIAL, COMMERCIAL LIMITED, AC UP TO 100 TONS (R2)				
Journeymen	$ 25.08	4.95	$4.14	**$ 34.17**
Foremen	28.84	4.95	4.14	**37.93**
General Foremen	31.35	4.95	4.14	**40.44**
INDUSTRIAL, COMMERCIAL UNLIMITED, AC OVER 100 TONS (R1)				
Journeymen	$ 33.60	$ 4.95	$4.50	**$ 43.05**
Foremen	38.64	4.95	4.50	**48.09**
General Foremen	42.00	4.95	4.50	**51.45**
Apprentices:				
First Year (Probationary)	$ 13.85	$ -	$ -	**$ 13.85**
Second year	15.75	4.70	0.00	**20.45**
Third year	17.75	4.70	0.00	**22.45**
Fourth year	19.75	4.70	2.04	**26.49**
Fifth year	20.75	4.70	2.22	**27.67**
Pre Apprentice	10.85	0.00	0.00	**10.85**

(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
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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	$ 27.33	$ 5.31	$ 5.92	$ **38.56**
Foremen	31.43	5.31	5.92	**42.66**
General Foremen	32.80	5.31	5.92	**44.03**
Apprentices:				
First 6 months	$ 13.67	$ 5.31	$ 2.96	$ **21.94**
Second 6 months	15.03	5.31	3.25	**23.59**
Third 6 months	16.40	5.31	3.55	**25.26**
Fourth 6 months	17.76	5.31	3.84	**26.91**
Fifth 6 months	19.13	5.31	4.14	**28.58**
Sixth 6 months	20.50	5.31	4.44	**30.25**
Seventh 6 months	21.86	5.31	4.73	**31.90**
Eighth 6 months	23.23	5.31	5.03	**33.57**

(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-veyo systems and air-handling systems, regardless of material used including the setting of all equipmen 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) al 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
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGE AND BENEFIT SCHEDULE
2010

"HEAVY 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 Miami-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 Small Business Development
Contract Monitoring and Compliance Division
The Stephen P. Clark Building
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
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

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE You must be paid not less than the base hourly rate even if the value of the fringe benefits exceeds the value of the contribution set forth in the contract specifications. Additionally, you must be paid not less than the combined dollar value (Base 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 for a first time offender are 10% of the amount of underpayment. The liquidated damages increase to 20% for the second violation and 30% for the third violation. Contractors found in violation a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128
TELEPHONE: (305)375-3111 FAX: (305)375-3160
WEB PAGE: miamidade.gov/sbd

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 wages rates in accordance with Section 2-11.16 of the Miami-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 _____, 20___, _____on behalf of _____, who is personally known to me or has produced _____, as identification and who [ ] did [ ] did not take an oath.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(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																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, 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

(over)

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 C.F.R. 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. § 3145), 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, or 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.

B

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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 SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.