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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 7, 2011

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

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Resolution No. R-454-11

Subject: Resolution Authorizing an Interdepartmental Agreement between Miami-Dade County Public Works Department and the Miami-Dade Community Action Agency/Greater Miami Service Corps

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Recommendation

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing an Interdepartmental Agreement between the Miami-Dade County Public Works Department (PWD) and the Miami-Dade Community Action Agency/Greater Miami Service Corps (CAA/GMSC). GMSC is the youth services training division for the CAA. The Agreement allows for the use of County funds, not to exceed $1,000,000.00, issued in work orders up to $200,000.00 each, for the construction of sidewalk improvements.

Scope

The work to be performed under this Agreement includes the construction of sidewalk improvements throughout various locations within Miami-Dade County.

Fiscal Impact/Funding Source

The Agreement is for $1,000,000.00 to be expended in increments of up to $200,000.00 per work order and is funded by Quality Neighborhoods Improvement Program (QNIP) funds from the respective Commission Districts or any other eligible and available funding sources. There is no fiscal impact to operations or maintenance costs.

Delegation of Authority

The Agreement is for a period of two (2) years; however, it may be administratively extended for an additional 180 calendar days after its expiration date, at the option of the PWD Director, if mutually agreed upon by the PWD and the CAA/GMSC.

Track Record/Monitor

The PWD and the CAA have a successful track record using this type of Agreement in the past. Both PWD and CAA will monitor the Agreement; however, Mr. Rene A. Idarraga, P.E., Construction Division, PWD will be the responsible staff person for oversight and compliance.

Background

The CAA/GMSC was established to enhance employability and self-esteem among young adults between the ages of 18 and 23. Developing a sense of work ethic and community spirit among our youth fosters stability and productivity throughout Miami-Dade County. To date, the program has realized significant achievements. The implementation of previous Agreements have resulted in more than 125 young adults being trained in the construction field; 95 participants positioned in employment, and over 40,205 linear feet of sidewalk constructed. This Agreement will allow the CAA/GMSC to continue its success in providing vital employment experience for participants while constructing community improvements.

The duration of this agreement shall expire two (2) years from the effective date of the Notice to Proceed, or until such time as the available capacity of the agreement ($1,000,000.00) has been expended, whichever occurs first. No more than one (1) work order may be issued at a time.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: June 7, 2011

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

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

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(P)(1)(D)
6-7-11

RESOLUTION NO. R-454-11

RESOLUTION AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND THE MIAMI-DADE COUNTY COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS (CAA/GMSC), ALLOWING FOR THE USE OF COUNTY FUNDS NOT TO EXCEED $1,000,000.00 TO BE USED IN INCREMENTS OF UP TO $200,000.00, FOR THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS

WHEREAS, the goals of CAA/GMSC support positive community development and are beneficial to both our young people and community as a whole; and

WHEREAS, this Board supports the efforts of the CAA/GMSC in developing a sense of work ethic and community spirit among its members that foster stability and productivity, the result of which benefits all of the residents of Miami-Dade County; and

WHEREAS, the Quality Neighborhoods Improvement Program (QNIP) requires encouragement of work opportunities for residents and the CAA/GMSC prepares residents to qualify for these work opportunities; and

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 this Board authorizes the County Mayor or the Mayor's Designee to utilize $1,000,000.00 in QNIP funds or any other eligible and available funding sources through an Interdepartmental Agreement between PWD and CAA/GMSC, each work order of the Agreement not to exceed $200,000.00, for the

construction of sidewalk improvements where prudent, cost-effective, and for the benefit of the residents of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2011. 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. HB

Hugo Benitez

INTERDEPARTMENTAL AGREEMENT

AGREEMENT NO. 7

THIS INTERDEPARTMENTAL AGREEMENT ("Agreement"), made and entered into on the _____ day of _____, 20___, by and between Miami-Dade Public Works Department, acting by and through Miami-Dade County, party of the first part (hereinafter called the "County"), and

Miami Dade Community Action Agency / Greater Miami Service Corps; Located at 810 NW 28th Street,

Miami, Florida 33127, (hereafter referred to as CAA/GMSC, Agency or Contractor)

party of the second part;

W I T N E S S E T H

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Agency shall furnish all plant, labor, materials and equipment and perform all work in the manner and form required by the Contract Documents (defined in Paragraph 2 below) and for the Unit Prices contained in the Proposal heretofore provided by the County, a copy of said Proposal being a part of the Contract Documents, up to an aggregate amount of $1,000,000.00 for all work completed under this Agreement (subject to the application of the Unit Prices to the quantities actually performed). Each project under this Agreement must not to exceed Two Hundred Thousand Dollars and zero cents **($200,000.00)**.

2. The "Contract Documents" shall mean and include the following:

   a) Certified Resolution
   b) Interdepartmental Agreement
   c) Instruction for Interdepartmental Agreements
   d) Proposal
   e) General Covenants and Conditions
   f) Special Provisions
   g) All Addenda which may be issued.

3. That the Agency shall begin the work to be performed under the Contract Documents on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated within the Contract Documents and the Project Work Order(s). Each Project Work Order must be assigned and completed prior to the issuance of any subsequent work orders.

3. That the County shall pay to the Agency for the faithful performance of this Agreement, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of aggregate unit prices for work performed as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

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The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

5. PAYMENTS: Shall be in accordance with the General Covenants and Conditions. Upon completion of the entire work involved in a Work Order, and upon acceptance thereof in writing by the Engineer and by the County, the balance due the Agency for the entire work shall be paid, including retainage.

   If during the progress of the work it appears that the Agency's bills for materials and labor are not being paid, the County shall have the right to withhold from the Agency's monthly payment sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be an admission by the County that the work is done or that its quantity or quality is satisfactory; final acceptance shall occur only with final payment.

   Before the final payment is made, the Agency shall present to the County Finance Director satisfactory evidence that all liens, claims and demands of both the prime contractor as well as his subcontractors employed in the construction of the work are fully satisfied, and that the project is fully released from all such liens, claims, and demands. Miami-Dade County does not by this provision assume any responsibility or liability to any person other than the Agency.

   Should the Agency fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

   > No payments, either partial or final, are to be made for any material which is to be used for falsework or plant, but payment is to be made only for materials which are left permanently in the finished structure and form a part of it. The Engineer may, at his discretion, allow temporary partial payments for plant and falsework, but the Contractor shall have no right to demand such compensation. The schedule prices to be employed in making partial payments shall be determined by the Engineer. The prices for both the monthly and final estimates of the work done will be based on the prices shown in the Proposal, and payment will be made thereon as herein provided.

6. FAILURE TO COMPLETE THE WORK ON TIME: Shall be in accordance with the General Covenants and Conditions within the Contract Documents

7. EXTRA WORK OR UNCLASSIFIED WORK: Quantities of work or materials in excess of those named in the Proposal and Bid, and of the same kind, are not to be considered as extra work, and such excess when ordered by the Engineer, will be paid for at Contract rates as specified in the Proposal. Aside from work thus included in the schedule, no claims whatever for extra work will be considered or paid, except only when ordered in writing by the Engineer at a price stated in the order. The Engineer's authority to order extra work is expressly limited to the amount as set forth in the Contingency Fund within the Proposal Items

8. AUDIT RIGHTS: The County retains the right to audit all financial records including invoices, disbursements, payroll and work performed on a force-account basis, and also to audit the work performed under lump sum change orders, such rights being retained for a period of one (1) year after acceptance of the work by the County, provided however, that said audit rights shall not apply to lump sum changes after payment has been made by the County for said changes.

INTERDEPARTMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four counterparts, each of which shall be deemed an original Agreement, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk

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

By: _____
Alina T. Hudak
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
County Attorney

Community Action Agency

By: _____
(Signature)

Julie Edwards

Executive Director

701 NW First Court,

Miami, Florida 33136

Public Works Department

By: _____
(Signature)

Esther L. Calas, P.E.

Director

111 NW First Street · 16th Floor

Miami, FL 33128

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INSTRUCTION FOR INTERDEPARTMENTAL AGREEMENTS

1. DEFINITIONS

When used in the Contract Documents:

(a) The masculine pronoun shall include the feminine and neutral, and the singular shall include the plural;

(b) "Agency"/"Contractor" shall mean Community Action Agency / Greater Miami Service Corps (CAA/GMSC), a Department of Miami-Dade County

(c) "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;

(d) "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;

(e) "Commission" or "County Commissioners" shall mean the present Board of County Commissioners of Dade County, the legal representative of Dade County, Florida, or their successors in office;

(f) "County Manager" shall mean the administrative agent acting for and on behalf of the County Commission;

(g) "PWD" shall mean the Public Works Department (PWD) of Miami- Dade County, Florida;

(h) "Director" shall mean the Director of PWD;

(i) "Engineer" shall mean the Director of the PWD or an authorized representative;

(j) "Inspector" shall mean any person designated by the Engineer to examine and inspect materials and work for the purpose of insuring compliance by the Contractor with all requirements of the Contract Documents;

(k) "Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project;

(l) "Project" shall mean and include all construction for which the Contractor is responsible under the Contract Documents;

(m) "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 during the effective period of the Contract, 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;

(n) "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;

(o) "Domestic" when applied to materials, shall mean materials or products produced within the continental limits of the United States;

(p) "Contract Documents" shall mean and include the following:
Interdepartmental Agreement
Instructions for Interdepartmental Agreements (Attachment "A")
General Covenants and Conditions (Attachment "B")
Special Provisions (Attachment "C")
Proposal (Attachment "D")
Certified Resolution (Attachment "E")
All Addenda which may be issued

2. SCOPE OF THE PROJECT

The scope of each division of the Project is stated in the Specifications or the Special Provisions, which is attached hereto as Attachment "C".

3. INTERPRETATION OF CONTRACT DOCUMENTS

If the CAA/GMSC 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 The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

Items shown on the Plans / sketches in the Specifications, and items noted in the Specifications but not shown on the Plans / sketches considered as both shown on the Plans / sketches n the Specifications. Any errors or omissions in the Specifications or on the Plans / sketches standard of the work, shall not relieve the CAA/GMSC 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 CAA/GMSC to direct the attention of the Engineer to errors or discrepancies will not relieve the CAA/GMSC, should he be awarded the Contract, of the responsibility of performing the work to the satisfaction of the Engineer.

4. RESPONSIBILITY OF CAA/GMSC TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO THE PROJECT

The CAA/GMSC shall familiarize himself with all codes and regulations applicable to the specific work involved in the Project. He shall fully comply with all requirements of applicable codes and regulations whether indicated in the Contract Drawings and Specifications or not, including any modifications made by the authorities having jurisdiction over the Agreement work during the life time of the Agreement.

All information given on the Drawings or in the Contract Documents relating to geotechnical information CAA/GMSC should not be considered, or 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 CAA/GMSC for their convenience. In no event is such information, including any shown on the Contract Drawings, to be considered a part of this Agreement.

The CAA/GMSC shall, consider all costs and expenses associated with the submittals, including resubmittals (if any) of such shop drawings to the Department, shall be included within the unit prices. The cost of any fees such as impact fees, inspection fees, and the cost of obtaining all required permits shall be borne by the Department.

5. UTILITY CONNECTION FEES NOT INCLUDED

Utility connections fees, as hereinafter defined, shall not be included in the unit prices. Upon the CAA/GMSC's receipt from the utility of an invoice setting forth the utility connection fee, the CAA/GMSC shall forward said invoice to the PWD and the PWD 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.

6. NOT USED

7. OTHER WORK BEING DONE AT OR NEAR THE SITE

The CAA/GMSC in accepting an award, should take into consideration that work by other contractors may be in progress at or near the site and during the performance of the work to which the Agreement relates, and that he will be expected, should he be awarded the agreement, to avoid interference with work being done by such other contractors.

8. QUANTITIES IN PROPOSAL APPROXIMATE ONLY

The Proposal form contains 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 Project. 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 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 in the Contract Documents.

9. FLORIDA STATE SALES TAX

It has been determined that the County is not exempt from the payment of Florida State Sales Tax under this Contract. All items of materials, equipment and supplies furnished by the CAA/GMSC and remaining a part of the completed Project are subject to this Tax. The unit prices include a sufficient amount of money to pay for this Tax.

10. NOT USED

11. SIGNATURE OF CAA/GMSC

The award of the Agreement, when approved by the County Manager, shall constitute a contractual relationship through formal acceptance of the CAA/GMSC review and acceptance of the established

unit prices. The unit prices within the Proposal (Attachment "D") have been established as reasonable costs, based on "average costs for similar work in the area" in accordance current bidding processes. Because the CAA/GMSC is providing services to incorporate the training of individuals, the Oversight and Supervision of the work has been made a separate pay item within the Proposal, not to be incorporated with the cost of the specific work.

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GENERAL COVENANTS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

The Contract Documents cover, with explicit provisions, all matters relating to the Project which CAA / GMSC undertakes to effect in full compliance with such provisions. It is understood that CAA / GMSC, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Documents. No deviation will be allowed from the Engineer's interpretation thereof after the execution of the Agreement.

2. PLANS AND SPECIFICATIONS

The Proposal which include unit pricing, Special Provisions and Addenda thereto, issued prior to execution of the Agreement, describe the Project, and all materials, workmanship and dimensions must be in strict accord with them except only when the Engineer may, in writing, authorize an exception.

In case of conflict between requirements shown on the Plans / Sketches provided subsequent to the award and provisions of the Specifications, 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. The locations and specifics for the sidewalk work to be performed are presented in sketches, and will be transmitted to the contractor with a work order. The Documents includes typical sketches for the type of work to be performed. These sketches are only diagrammatic in nature and presented herein to alert CAA / GMSC as to the nature of the work. Whenever the word "Plans" appears in these Documents, it shall mean the above mentioned sketch and any other related drawings. All Items shown on the Plans / Sketches shall be interpreted to be part of CAA / GMSC work, and shall be incorporated into the work and included in the established unit prices.

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

CAA / GMSC will be supplied with, two copies of the sketches and is to preserve them and have at least one copy of them accessible on the job at all times. CAA / GMSC shall be required to provide the County with an as built sketch of each site constructed under this Agreement. The sketches should define the details of the sidewalks or other significant elements of the work performed. The sketches should be submitted no later than one week after completion of the improvements at each location.

Work included under this Agreement consists of furnishing all supervision, labor, materials, equipment, tools and performing all operations necessary for the construction and installation of sidewalk improvements, and all miscellaneous work required for sidewalk improvements, as required by Work Orders in accordance with the specifications contained herein.

As indicated previously, a diagrammatic sketch, along with the approximate effort and materials requirements, will accompany Work Orders. Final quantities shall be determined in the field by the Engineer.

3. ALTERATIONS IN PLANS AND SPECIFICATIONS

The right is reserved for the Engineer to make, from time to time, such alterations in the Plans and specifications or in the character of the work or for unseen work or changed conditions which as he may consider necessary or desirable to complete the Project to his satisfaction and consistent with the general intention of the Documents. Notice of every such alteration shall be given in writing to CAA / GMSC, and no such alteration shall be considered as constituting a waiver of any of the provisions of the Documents, or as nullifying or invalidating any of such provisions.

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 Agreement will be modified accordingly. If alterations are made, the time for

completion of the Agreement will be correspondingly modified, if CAA / GMSC so requests for the work attributable to such alterations. It is understood that such alterations are not to embrace work already done or materials in transit or in process of construction.

If any alterations or changes, as described hereinabove, results in an increase in the total cost of the Project above that which the Office of the County Manager approved and as awarded to CAA / GMSC, such alterations or changes will have to be submitted for approval, which must be obtained before any work begins. After approval, the Engineer will give written notice to CAA / GMSC to proceed with the alterations or changes. Under no circumstances shall CAA / GMSC 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 through due process, the Engineer will give written notice to CAA / GMSC directing him to perform the work without delay and payments will be made in accordance with Item #13 - Extra Work and Payment Therefore. Payment for extra work shall be made upon approval of the change order for this work.

4. AUTHORITY OF ENGINEER

The supervision of the execution of the work under this Agreement is vested in the Engineer, and his instructions shall be carried into effect promptly and efficiently.

The Engineer shall in all cases 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 Agreement. In the event of such question or difference of opinion, the decision of the Engineer is to be a condition precedent to CAA / GMSC's right to receive any money for the work or the materials to which the question or difference of opinion relates. Should CAA / GMSC substantiate actual cost differences, which establish the need to modify the unit prices, the Engineer will review all documentation establishing the cost differences and modify the unit prices accordingly, in order to compliment and fulfill the intent of Miami-Dade Legislative Item, File Number: 003122 . If fair and reasonable unit prices cannot be established for work to be performed because of unusual type of work or conditions or for any other reason, Section 13 EXTRA WORK AND PAYMENT THEREFORE, shall apply.

If CAA / GMSC considers any work demanded of him to be outside the requirements of this Agreement, or if he considers any decision or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decisions, 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 CAA / GMSC, and the County representative shall fill out daily records for this work at the end of each day and said record shall be signed by both parties. One copy being submitted to the Engineer and the other being retained by CAA / GMSC. This documentation does not constitute acknowledgment of authorization to pay for this work. In the event that a 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 work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

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

Unless CAA / GMSC files such written protest with the Director within ten (10) calendar days of receipt 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 CAA / GMSC obligations under the Documents and no further documentation will be required by the Department.

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

GENERAL COVENANTS AND CONDITIONS

The Engineer is to have free access to the materials and work at all times, for laying out, measuring and inspecting the same, and CAA / GMSC is to afford him all necessary facilities and assistance for doing so.

No direct payment shall be made for the cost CAA / GMSC 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

Inspectors, employed by the PWD or their duly authorized representatives, will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans/ sketches. Each Inspector will be authorized to call the attention of CAA / GMSC to any failure of the work to conform to the Plans or the Specifications, and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay CAA / GMSC by failure to inspect the work and materials with reasonable promptness.

6. LANDS AND RIGHTS-OF-WAY

Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should CAA / GMSC 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.

Rights-of-way for work to be done under the Agreement will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving CAA / GMSC 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 Engineer 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 Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer 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.

7. MATERIALS, LABOR AND EQUIPMENT

CAA / GMSC shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to ensure the work is performed in an expeditious and acceptable manner, giving preference whenever practicable to residents of Miami-Dade County, Florida. In the event that the Engineer shall notify CAA / GMSC in writing that any person employed is, in the opinion of the Engineer, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the work.

CAA / GMSC shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project.

8. RESPONSIBILITY OF THE CONTRACTOR (CAA / GMSC)

CAA / GMSC shall have at all times, as his agent on the site of the work, a competent superintendent capable of reading and thoroughly understanding the Plans/sketches and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant, equipment and labor as may be required.

GENERAL COVENANTS AND CONDITIONS

CAA / GMSC shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his Agreement. CAA / GMSC shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Agreement. If any materials or part of the work were lost, damaged, or destroyed by any cause or means whatsoever, CAA / GMSC shall satisfactorily repair and replace the same at his own cost. He shall bear all losses resulting to him on account of the amount or character of the work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements. He shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.

In the event that CAA / GMSC plans to enter into subcontracts for any portion of the Project, he shall incorporate in each such subcontract all provisions, terms and conditions applicable to the Project, which constitute obligations to be assumed and effected by him under the Documents. The County reserves the right of approval or rejection to any subcontract contemplated by CAA / GMSC for any portion of the Project, whichever it deems to be in its best interest.

CAA / GMSC hereby agrees to familiarize himself with all codes and regulations of the Federal Government, the State of Florida, the County of Miami-Dade and any municipal corporations applicable to every aspect of the Project. CAA / GMSC shall provide all materials and shall perform all work necessary to fully comply with all provisions and requirements of applicable codes, regulations and permits whether specifically indicated in the Plans and Specifications or not. It is the intent of the Department to obtain a finished Project in full compliance with all requirements of any agencies having jurisdiction over any portion of the work involved in the Project. The Engineer will not recommend acceptance of the work until all requirements and provisions of pertinent codes and regulations have been satisfactorily fulfilled.

CAA / GMSC shall at all times conduct the work in such manner and in such sequence as will insure the least practicable local interference. He shall not open up work to the prejudice of work already started, and the Engineer may require CAA/GMSC to finish a section on which work is in progress before work is started on any additional section.

CAA/GMSC assumes full responsibility for all insurance and fringe benefits for employees and participants retained by CAA/GMSC, in order to satisfy the scope of services as stated in Article I of this Agreement.

CAA/GMSC will maintain administrative, program and fiscal oversight of all employees and participants.

CAA / GMSC shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, shall join his work to that of other contractors in a proper manner and in accordance with the spirit of the Plans and Specifications, and shall perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Engineer.

The PWD reserves the right to interview and approve CAA / GMSC supervisor and the supervisors of CAA/GMSC subcontractors to be employed in the supervision of the work of this Agreement. The PWD may withhold approval of a subcontractor until the subcontractor's supervisor is approved by the Engineer. CAA/GMSC and subcontractor's supervisor must provide satisfactory proof of his experience and special ability to perform the work to be accomplished under the subcontractor.

If CAA/GMSC or his subcontractors intends to remove a supervisor previously approved by the PWD to perform the supervision of the work specified in this Agreement, any replacement of a supervisor is subject to approval of the PWD.

9. RESPONSIBILITIES OF PWD

PWD agrees to:

- Engage CAA/GMSC corps members in activities, which provide constructive and meaningful work experience, develop skills and promotes good work habits.
- Provide work projects which leads to specific skills training and to expansion of roles and responsibilities to CAA/GMSC corps members
- Provide periodic reviews of the completed work performance of CAA/GMSC as agreed upon by both parties
- Consider those corps members who successfully complete the training and work experience requirements for permanent or temporary employment.

10. NOTICE TO PROCEED AND WORK ORDERS

For the purpose of this Agreement, a single "Notice to Proceed" will be issued. The effective date of the "Notice to Proceed" is to be interpreted as the date on which the Agreement will commence.

During the period for which this Agreement is in force, the Engineer will issue individual Work Order(s), which specify the following: Date on which work will begin, location of site or group of sites where work is to be performed and the time frame allotted for the performance of the work required for each Work Order.

As indicated previously, a diagrammatic sketch, along with the approximate effort and materials, will accompany work orders. Final quantities for each pay item shall be determined in the field by the Engineer.

If any changes are required due to conflict or design, the Engineer will make the final determination.

For CAA/GMSC, no more than two work orders shall overlap each other at any one time, unless it is mutually agreed upon, in writing between CAA/GMSC and the Engineer. Multiple work orders will be issued in a proximate fashion. Only one mobilization charge per work order will be allowed. CAA/GMSC is alerted to the fact that the number of work orders could vary considerably.

11. COMPLIANCE WITH APPLICABLE LAWS

CAA/GMSC shall comply in every respect with all applicable laws, regulations and building and construction codes of the Federal Government, the State of Florida, the County of Dade, and any municipal corporation within the boundaries of which any of the work is to be done, and shall obtain all such occupational licenses and permits as shall be prescribed by law.

The attention of CAA/GMSC is hereby directed to the requirements of the Code of Miami-Dade County, Chapter 489 of the Florida Statutes, and the rules of the State of Florida Department of Professional Regulation, governing the qualifications for Contractors and subcontractors doing business anywhere in the County, and further is directed to the license requirements of the various municipalities located within Miami-Dade County prerequisite to the issuance of permits to contractors and subcontractors within the corporate limits of such municipalities.

Compliance with all of the above-designated regulations is mandatory.

12. CONSTRUCTION SCHEDULE, TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

CAA/GMSC shall begin the Project with an adequate force and sufficient equipment and facilities on the date stated in the written notice issued and served upon him by the Engineer. Thereafter, CAA/GMSC 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. For each work order issued, the final restoration shall be completed within thirty

(30) days subsequent to the demobilization of the primary installation crew(s). CAA/GMSC shall not be responsible to maintain these parameters should the work orders not be produced to CAA/GMSC in sufficient amount for CAA/GMSC to attain these goals.

Since time is of the essence for this Agreement, in the event that the work to be done hereunder is not completed within the parameters as stipulated within the individual Work Orders, as previously specified in Section 9 (and such additional extension of time as the Engineer may have granted), the PWD will retain from the compensation otherwise to be paid to the CAA/GMSC, including partial payments, the sum of $200.00 for each day thereafter (Sundays and holidays included) that the work remains outside said parameters, which sum shall represent the actual damages which the PWD will have sustained per day, it being agreed that said sum is not a penalty but is the stipulated amount of damage sustained by the PWD in the event of such delay by CAA/GMSC.

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 CAA/GMSC, CAA/GMSC 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 if, in the opinion of the Engineer, the claim is justified. The Engineer's decision shall be final. The Engineer shall not consider delays caused by late delivery of equipment or material to be beyond the control of CAA/GMSC and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by acts of God, war, strikes or action of the County. Inclement weather will not be a justifiable claim.

13. EXTRA WORK AND PAYMENT THEREFORE

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

Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and CAA/GMSC before the extra work is ordered for performing the work. Payment for lump sum work shall be based on the following:

CAA/GMSC shall submit to the Engineer 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 CAA/GMSC 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. In addition, CAA/GMSC shall include the cost 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.

For all materials used CAA/GMSC shall include the estimate cost of such materials, including freight charges, to which cost shall be added an amount equal to ten percent thereof, for full compensation which includes overhead, profit and home office expenses.

For any construction equipment or special equipment including fuel and lubricant, required for the economical performance of extra work, the Engineer shall pay CAA/GMSC 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 Engineer 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 CAA/GMSC or his companies and the equipment is rented from a recognized equipment rental company, CAA/GMSC 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.

CAA/GMSC 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 CAA/GMSC's monthly estimate when Allowance Account funds are available in the Agreement for the work actually done. If no allowance account funds are available a change order will be issued.

The performance of any extra work or the furnishing of any extra material which, in the judgement of the Engineer, is of like character to and susceptible of classification under a unit price item of the Agreement shall, if the order of the Engineer shall so provide, be paid for at the unit price for such item or items, where Allowance Account funds are available in the Agreement with CAA/GMSC monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds to allow payment for this extra work without depletion of the payment item fund.

All extra work performed hereunder will be subject to all of the provisions of the Agreement. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Agreement, or the application of the unit price will result in unacceptably high costs to the PWD, 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, CAA/GMSC 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, CAA/GMSC may charge one hundred percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, CAA/GMSC may charge the following: twenty-five percent of the working foreman's salary for directing up to two workers in their work; fifty percent of sum salary for directing up to four workers in their work; seventy five 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 CAA/GMSC for performing the work but overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work will be paid for under the appropriate Contingency Item. In addition, CAA/GMSC shall be paid the actual cost 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, CAA/GMSC 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 Engineer shall allow CAA/GMSC 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 CAA/GMSC or his companies and the equipment is rented from a recognized equipment rental company, CAA/GMSC 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.

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CAA/GMSC's representative and the PWD '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 PWD 's representative, and shall be signed by both the PWD 's representative and CAA/GMSC's representative, one copy being submitted to the Engineer and the other being retained by CAA/GMSC.

All claims for extra work done shall be submitted by CAA/GMSC 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 Engineer for inclusion in the estimate of the month in which the work was actually done, where allowance account funds are available in the Agreement. If no allowance account fund is available, the extra work shall be paid for, subject to approval of a change order for this work, by the Board of County Commissioners.

If required CAA/GMSC shall produce any books, vouchers, other records, or memoranda which will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

In the event that CAA/GMSC 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 item #13 (a), (b) or (c), CAA/GMSC may charge an additional ten percent for his full compensation for overhead, profit, home office expenses and general supervision for this portion of work performed by the subcontractor.

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

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

A non-compensable time extension will be granted for this extra work, if it affects the critical path of the schedule.

Non-Compensable Time Extension

1. Will be granted if change order work affects the critical path of the job.

2. Will be granted for hurricanes and severe storms.

3. Will be granted if a change order begins at such a date that the work cannot be completed within the end of the contract.

4. Will be granted if the Contractor is delayed due to force Majeure approved by the Engineer.

Compensable Time Extension

1. If in the opinion of the Engineer the PWD is responsible to pay CAA/GMSC standby time, he will provide CAA/GMSC with a written authorization to standby. The PWD 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) andc) and not to exceed eight (8) hours per day. If the approved standby period extends beyond one day the PWD 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 Engineer.

   A daily record of Stand-By shall be signed by both parties.

14. OMITTED ITEMS AND PAYMENTS THEREFORE

The County shall have the right to cancel those portions of the Agreement relating to the construction of any item provided for therein. Such cancellation shall entitle CAA/GMSC to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Engineer. CAA/GMSC shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by CAA/GMSC or delivered on the work prior to the date of such cancellation or suspension shall be purchased from CAA/GMSC by the County at actual cost and shall thereupon become the property of the County.

15. INSPECTING AND TESTING MATERIALS

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. CAA/GMSC shall submit such samples or such special or test pieces of materials as the Engineer may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not Specification requirements are met shall be borne by CAA/GMSC. CAA/GMSC shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and he has been notified by the Engineer that the material or finished article is accepted. 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 Engineer shall be promptly removed from the site of the work.

16. CORRECTION OF WORK OR MATERIAL

If at any time before the final acceptance of the Project, defects in the work or materials, unsatisfactory work or material, poor workmanship, damaged, destroyed, or incorrect work, are found by the Engineer, or any other Governmental Agency having jurisdiction over the work, CAA/GMSC so notified shall immediately correct such work at his expense using whatever material and labor necessary in accordance with the Plans and Specifications.

Previous inspection of such work will not relieve CAA/GMSC of his responsibility for any of the above deficiencies, although they may have been overlooked by the Engineer or may have been the results of damage from any cause. Neglect to make good for any of the above work shall result in the Engineer giving notice in writing to CAA/GMSC specifying the conditions pertaining thereto and directing CAA/GMSC to correct same. If CAA/GMSC does not correct such conditions within five calendar days after receipt of such notice, it shall be sufficient grounds for the Engineer to order the subject work discontinued and have the work completely remedied at the expense of CAA/GMSC.

All materials are to be inspected before use and CAA/GMSC shall notify the Engineer in time to enable him to inspect any inaccessible work or materials before being covered. CAA/GMSC shall furnish at his expense necessary personnel and facilities for inspection of such work or materials after being covered, if so required. If in the Engineer's opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the Engineer shall notify CAA/GMSC in writing, specifying the work or materials which shall not be incorporated in the Work without replacement or corrective work sufficient to obtain the Engineer's approval. All costs for the correction of said work or materials shall be borne by CAA/GMSC.

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

GENERAL COVENANTS AND CONDITIONS

17. UNFINISHED OR INCOMPLETE WORK

If at any time before final acceptance of the assigned Work Order the Engineer finds there is unmanned or unfinished or incomplete work, or work delay or work stoppages, he shall notify CAA/GMSC in writing to finish or complete the work at his expense forthwith using whatever labor, materials and equipment necessary to perform the work in accordance with the Plans/ sketches and Specifications.

18. UNAVAILABILITY OF MATERIALS

If CAA/GMSC 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, CAA/GMSC shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance and in accordance with Article 3.04 of the Special provisions. No substitute shall be used until it has been approved by the Engineer.

19. PROPERTY PROTECTION

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected by CAA/GMSC. 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. Damaged trees and shrubs are to be trimmed, treated or replaced, if necessary. Any damage created by CAA/GMSC 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 his expense.

Furthermore, after notice to restore or to make good such damage(s), no invoices (either partial or final payment) on a work order shall be processed for payment until full restoration or damaged property has been made and accepted by the Engineer.

Prior to removal of any traffic control signs that interfere with construction, CAA/GMSC shall provide temporary signing or other provisions to assure a 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, at 592-3580, prior to the commencement of work.

Except as specifically provided in the Specifications, CAA/GMSC 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 Engineer that the County has secured authority from the proper parties. CAA/GMSC 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.

20. SANITARY PROVISIONS

CAA/GMSC 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. He shall commit no public nuisance. CAA/GMSC shall furnish an adequate supply of drinking water for his employees.

21. CLEANING UP SITE OF WORK AND RESTORATION

GENERAL COVENANTS AND CONDITIONS

As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. CAA/GMSC shall also restore all public and private property in a manner acceptable to the Engineer, 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 CAA/GMSC shall leave the site and vicinity unobstructed and in a neat and presentable condition.

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

22. ASSIGNMENT OF CONTRACT

No assignment of the Agreement or of any part thereof, or of any moneys due or to become due thereunder, shall be made by CAA/GMSC without the prior written approval of the County. In the event that CAA/GMSC undertakes to assign all or any part of any moneys due or to become due under the Agreement, 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 Agreement.

23. ANNULMENT OF CONTRACT

If CAA/GMSC fails to begin the work under the Agreement 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 unsatisfactory, 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, shall not carry on the work in an acceptable manner, the Engineer may give notice in writing to CAA/GMSC of such delay, neglect or default, specifying the conditions pertaining thereto and directing CAA/GMSC to correct same. If CAA/GMSC shall not correct such conditions within a period of five days after receipt of such notice, the PWD shall, upon written certificate from the Engineer reciting the facts of such delay, neglect or default and the failure of CAA/GMSC to comply with the directions given in such notice, have full power and authority, without violating the Agreement, to take the prosecution of the work out of the hands of CAA/GMSC, to appropriate or use any or all 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 Project, or to use such other methods as, in the opinion of the PWD, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the PWD, together with all costs of completing the work under Agreement, shall be deducted from any moneys due or which may become due to CAA/GMSC. In the event that the expense so incurred by the County shall be less than the sum which would have been payable under the Agreement if the work had been completed by the CAA/GMSC, CAA/GMSC shall be entitled to receive the difference; in case such expense shall exceed the sum which would have been payable under the Agreement, CAA/GMSC shall be liable and shall pay to the County the amount of such excess.

24. SCOPE OF PAYMENT

CAA/GMSC shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools and equipment, and for performing all work required to complete the Project under the Agreement, 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 PWD.

Only net quantities of finished work will be measured and paid for. This shall apply to both unit price and aggregate sum items. See Proposal Sheets, Attachment "D"

For each of the Items included and for which a unit price is stated in the Attachment "D", the total amount to be paid therefor by the PWD at such unit price shall be the measured amount of such Item incorporated in the completed Project by CAA/GMSC and acceptable to the Engineer.

The unit and aggregate sum prices stated in the Proposal shall include 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, 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 templets, 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, except as outlined separately within the Proposal Items and as described within the Special Provisions.

25. PARTIAL AND FINAL PAYMENT

The provisions of the Special Provisions, when applicable or if in conflict with this section, takes precedent over the conditions of this section. CAA/GMSC will be paid each month ninety percent of the value of the work completed during the preceding month.

CAA/GMSC shall be paid at anytime within the month that CAA/GMSC completes a work order and properly submits the required package for payment.

Before CAA/GMSC can receive any payment or draw hereunder, except the first partial payment, for moneys due him as a result of a percentage of the work completed, he must provide the Engineer with an affidavit of payment and a release each calendar month duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up to the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full for the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies for the previous month. In addition, CAA/GMSC must provide the Engineer with a duly executed affidavit stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for work performed for the Project up to the previous month. This does not apply to the first draw. The failure of CAA/GMSC to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the PWD withholding the current invoice until the affidavit and release is provided to the PWD in an approved form for the amount in dispute.

If applicable, the PWD will notify CAA/GMSC by certified letter informing them of CAA/GMSC's non-compliance with the Documents and the Change of payment date.

For the purpose of preparing a monthly estimate, CAA/GMSC's representative jointly with the PWD representative shall prepare the draft estimate and sign each page establishing the quantities to be paid. CAA/GMSC will produce a computer print out, in a form provided by the PWD, to be signed by CAA/GMSC and submit to the PWD representative before the 1st day of the following month. CAA/GMSC will provide the PWD representative at the time of preparing the draft monthly estimate a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. CAA/GMSC and the Inspector shall, as a part of the preparation of the estimate, agree and sign CAA/GMSC's list of required releases (from subcontractors). CAA/GMSC shall evaluate the estimate of the value of all work done and materials furnished for each calendar month and will deduct there from, all liquidated damages assessed during that month in accordance with the requirements herein, if any, and all previous payments and charges, and the balance will be paid by the PWD to CAA/GMSC. Failure of CAA/GMSC to provide the necessary information for the preparation of the estimate in a

timely manner as stipulated above will result in the PWD rejecting the estimate for payment until the following month. All retainage held on previous estimates will be released upon completion of each work order, providing CAA/GMSC has completed all punch list items, warranty submittals, as-built drawings/sketches, etc., all in accordance with the Agreement.

When the computer printout of CAA/GMSC's invoice has been prepared, in accordance with the preceding, CAA/GMSC will execute said invoice and deliver to the PWD project manager for comparison with the previous draft signed by both the CAA/GMSC's and the PWD's representatives. When CAA/GMSC submits all required documentation, i.e, Certified Payroll, the Monthly Utilization and Monthly Employment Data Reports, the affidavit and all releases for the previous estimate, the Project Manager will submit the package for payment.

As a consideration for such payment, the PWD shall have the right to enter upon and put into proper service, any or all parts of the work, which may be in condition for use. No claim or charge is to be made by CAA/GMSC for such use, nor is such use to be construed as an acceptance by the PWD of any part of the work so used, however, the one year warranty period shall commence from the date the individual components are put into full productive service.

As soon as the Engineer is notified of the completion of the work and can assure himself by tests, inspection or otherwise, that all of the provisions of the Agreement have been carried out to his satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate, less any charges or damages herein provided for, will be paid.

26. NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon CAA/GMSC shall be sufficiently given if delivered to the office of CAA/GMSC specified in the Proposal (or to such other office as CAA/GMSC may from time to time designate to the Engineer 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 at 812 NW 28th Street, Miami, Florida 33127. Attention: Hubert James.

All notices or other papers required to be delivered by CAA/GMSC to the PWD or to any of its representatives shall, unless otherwise specified in writing to CAA/GMSC, be delivered in the office of the Director, Public Works Department, 111 NW 1st Street, Miami, Florida, and any notice to or demand upon the PWD 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.

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

CAA/GMSC 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.

28. NOT USED

GENERAL COVENANTS AND CONDITIONS

29. NOT USED

30. ALLOWANCE ACCOUNT

A CONTINGENCY FUND has been established for unforeseen conditions. The Agreement value includes approximately, ten percent (10%) contingency fund. CAA/GMSC is not entitled to funds from the contingency unless, at the discretion of the Engineer, work is performed that is beyond the scope of established pay items. CAA/GMSC shall perform such work only upon receipt of written Work Orders from the Engineer.

All work shall meet the provisions and requirements of Section 13 Extra Work and Payment Therefore, of the General Conditions that shall govern the conduct and payment for this work.

Should the aggregate of charges for all approved Work Orders under the Allowance Account be less than the amount of the Allowance Account, the final Agreement price will be decreased by the amount of the difference; but if funds in one account have been spent and the account is depleted, and funds are available in other accounts, the Engineer may apply these funds to the appropriate Account and use the available funds to complete the Project as required. No work shall be performed that would cause total charges under an Allowance Account or adjusted Allowance Account to exceed the authorized amount.

31 NOT USED

32. OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

The IG shall, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "mandatory random audits"). The cost of mandatory random audits is incorporated into the Contingency Item 999-2B and will be deducted from each progress payment at a rate of one quarter of one percent. Upon ten (10) days written notice to CAA/GMSC from IG, CAA/GMSC shall make all requested records and documents available to the IG for inspection and copying.

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

GENERAL COVENANTS AND CONDITIONS

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

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

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8P1D**
File Number:	**110911**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**May 3, 2011**
Commission Districts:	**Countywide**
Type of Item:	**Interdepartmental Agreement**

Summary

This resolution authorizes an Interdepartmental Agreement between Public Works Department (PWD) and the Miami-Dade Community Action Agency (CAA/GMSC)/Greater Miami Service Corps (GMSC). The Agreement allows for the use of County funds, not to exceed $1 million, issued in work orders up to $200,000 each, for the construction of sidewalk improvements, *and is funded by Quality Neighborhoods Improvement Program (QNIP) funds from the respective Commission Districts or any other eligible and available funding sources.*

According to the Manager's memo, the Agreement is for a period of two (2) years; however, it may be administratively extended for an additional 180 calendar days after its expiration date.

Quality Neighborhoods Improvement Program

According to the Office of Capital Improvements (OCI) website, QNIP funds capital infrastructure projects in unincorporated Miami Dade County. Since 1999, the County has issued Florida Public Service Tax Revenue Bonds Unincorporated Municipal Service Area (UMSA Public Improvements), for what has become known as QNIP projects in each of the County's 13 Board of County Commission (BCC) districts.

Projects include sidewalk installation, drainage improvements, roadway resurfacing and park facility improvements. The program is managed by the OCI which works with County Commission district staff to identify and prioritize neighborhood infrastructure needs.

Background and Relevant Information on GMSC

The BCC, through R-1046-89 authorized Miami-Dade County to apply for, receive, and expend Urban Corps Expansion Project funds to *establish* the GMSC. GMSC was incorporated to create and implement a youth corps program and seek the assistance of Miami-Dade County in carrying out this program.

Pursuant to R-175-93, Miami-Dade County entered into a retroactive *Cooperative Agreement* between Miami-Dade County's CAA and GMSC, that GMSC, through the CAA, will receive the following reimbursable and management support services:

- Personnel and personnel services

- Fiscal services (procurement, accounting, reporting, and funds custody)
- Reimbursable participation in the County's general liability self-insurance program
- Access to GSA services

The terms of the Cooperative Agreement mentioned above became effective October 1, 1991, and continued through September 30, 1993. This agreement may be renewed each year, for one year periods, subject to the approval by the County and GMSC.

GMSC Program Highlights

The GMSC operates under the auspice of the Community Action Agency (CAA). GMSC provides out-of-school young people with the resources and services necessary to transition to independence and self-sufficiency. Program emphasis is placed on preparing young people to enter the workforce through education, work experience, internship, job placement and post-program follow-up to placement retention.

- GMSC's mission *is to enhance the employability and self-esteem of young adults ages 18-23, through public/private ventures which provide work projects and education that result in tangible community improvements and a skilled workforce.*
- Services are provided to out-of-school youth who are either unemployed or underemployed; a high school graduate or dropout; basic skills deficient; single parents; and non-custodial parents or youth with prior criminal history.
- GMSC has two locations, 810 Northwest 28th Street in Allapattah, and 15355 Harding Lane in Leisure City.

Legislative History

A cursory review of the legistar system shows the following legislation pertaining to GMSC:

BCC Approval Date	Legislation
R-364-97 **Final Action 4/8/97**	RESOLUTION DIRECTING THE COUNTY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE GREATER MIAMI SERVICE CORPS TO OPERATE A 'ZERO TOLERANCE' GRAFFITI PROGRAM (THIS ITEM IS SET FOR 10:00 A.M.) [SEE AGENDA ITEM NOS. 4C, 4C SUBSTITUTE, 4D, 4E,6D2, 6D3, 7A4]
R-65-00 **Final Action: 1/25/00**	RESOLUTION OF MIAMI-DADE COUNTY AUTHORIZING WAIVING BID PROTEST AND COMPETITIVE BIDDING PROCEDURES AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A SUBGRANT AGREEMENT WITH THE GREATER MIAMI SERVICE CORPS, INC. FOR A GRANT TO COMPLETE BUILDING IMPROVEMENTS AT LEISURE PARK
R-1413-00 **Final Action: 12/19/00**	RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXPEND QUALITY NEIGHBORHOODS IMPROVEMENT PROGRAM (QNIP) FUNDS THROUGH INTERDEPARTMENTAL AGREEMENTS WITH THE COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS TO ACCOMPLISH SIDEWALK WORK
R-877-03 **Final Action: 7/22/03**	RESOLUTION AUTHORIZING THE COUNTY MANAGER TO RETROACTIVELY CONTINUE TO EXPEND QUALITY NEIGHBORHOODS IMPROVEMENT PROGRAM (QNIP) FUNDS AND OTHER APPROPRIATE FUNDING SOURCES THROUGH INTERDEPARTMENTAL AGREEMENTS WITH THE COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS FOR SIDEWALK INSTALLATION AND CONCRETE RELATED REPAIRS
R-1176-06 **Final Action: 10/10/06**	RESOLUTION AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT, BY AND BETWEEN MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND THE MIAMI-DADE COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS (CAA/GMSC) ALLOWING COUNTY FUNDS, NOT TO EXCEED $1,000,000, AND TO BE ISSUED IN INCREMENTS OF UP TO $200,000 FOR THE CONSTRUCTION OF NEW SIDEWALKS

BCC Approval Date	Legislation
R-922-09 **Final Action: 7/2/09**	RESOLUTION AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT, BY AND BETWEEN MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND THE MIAMI-DADE COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS (CAA/GMSC), AND ALLOWING COUNTY FUNDS, NOT TO EXCEED $1,000,000.00 AND TO BE ISSUED IN INCREMENTS OF UP TO $200,000.00, FOR THE CONSTRUCTION OF NEW SIDEWALKS

In response to questions posed by the Office of the Commission Auditor pertaining to the GMSC contract, PWD and CAA staff provided the following information:

- Why does PWD handle this program? *Since PWD is charged with the construction and maintenance of sidewalks supported by various funding sources, this Agreement is a vehicle for the CAA/GMSC program which provides training for young adults in the construction field.*

- How much has been expended since FY2005 for this CAA/GMSC Program? *In the past six years, work has been issued in the amount of $2,166,240.49*

- Which BCC districts were identified? *Countywide*

- Please identify whether these funds are general fund or individual BCC district funds? *The agreement allows the use of any appropriate fund for the repair/construction of sidewalks. However, to date Commission District QNIP funds have been used.*

- When were commissioners's made aware of the availability of this program? *This program has been implemented and used by various Commission Districts since December 19, 2000, when the Board adopted R-1413-00 authorizing the County Manager to expend Quality Neighborhoods Improvement Program (QNIP) funds through an interdepartmental agreement with the CAA/GMSC to accomplish sidewalk work.*

- Have all the projects for the listed BCC districts in R-922-09 been completed? *All the work issued as part of this agreement was completed. A total of 4 work orders were issued. Their performance was satisfactory according to our project manager.*

- To date, how many clients have been trained and placed in employment or educational opportunities? *For the cumulative period FY 2008-09 and FY 2009-10, CAA staff provided the following outcome measures:*

  a) *Number of participants provided training, paid work experience or career services: 381*
  b) *Number of participants placed in employment and/or a formal education program at program exit: 111*

Prepared by: Michael Amador-Gil