DOC. NO.: CICC 7040-0/07

INITIAL SUBMISSION DATE:
October 18,2002

MIAMI-DADE COUNTY, FLORIDA

NOTICE TO QUALIFIED CONTRACTORS
REQUEST TO PARTICIPATE
TO ESTABLISH A POOL OF CONSTRUCTION CONTRACTORS

T I T L E

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

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

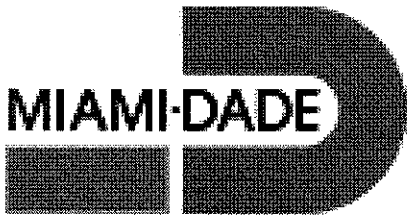
AFFIDAVITS:	ATTACHED
BID DEPOSIT AND PERFORMANCE BOND:	SEE SECT. 2.0, para's. 2.12 & 2.13
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	SEE SECT. 2.0, para. 2.14
EQUIPMENT LIST:	N/A
INSURANCE	SEE SECT 2.0, para. 2.11
LIVING WAGE	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECT. 2.0, para. 2.3
RACE-CONSCIOUSNESS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

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

IMPORTANT NOTICE TO POTENTIAL RESPONDENTS

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

MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION



MIAMI-DADE COUNTY, FLORIDA

NOTICE TO QUALIFIED CONTRACTORS
REQUEST TO PARTICIPATE

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

Participant Submittals will be received
Monday thru Friday
8:00 a.m. to 5:00 p.m.
At the:
Office of Capital Improvements
111 N.W. 1st Street, 21st Floor, Suite 2130
Miami, Florida 33128-1983

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

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

Notice to Qualified Contractors
REQUEST TO PARTICIPATE

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

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

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

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

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

MINIMUM QUALIFICATION REQUIREMENTS

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

QUALIFICATIONS OF CONTRACTORS (at the time of RPQ)

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

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

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

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

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

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

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

CICC 7040-0/07

REQUEST TO PARTICIPATE FOR PRE-QUALIFIED CONTRACTORS

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

Company Name: _____

Date: _____

CSBE Assigned Number: _____

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

_____

_____

Contractor's License Number(s): _____ Expiration Date: _____

_____ Expiration Date: _____

_____ Expiration Date: _____

Miami-Dade CSBE Level: _____

Bonding Capacity : $_____

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

Contact Person (print or type): _____ Phone: _____

Address: _____ _____ _____ _____ _____

(number & street) (suite) (city) (state) (zip)

YES NO

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

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

Type / Print Owner / Principal: _____

Signature of Owner / Principal: _____ Date: _____

FIRM'S RESPONSIBILITY AFFIDAVIT

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

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

GENERAL

1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit as the "Respondent").

2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require to verify the accuracy and completeness of any of the representatives.

3. The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

OWNERSHIP DISCLOSURE

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

EMPLOYMENT DISCLOSURE

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

a. Does your firm have a collective bargaining agreement with its employees?
☐ Yes ☐ No

b. Does your firm provide paid health care benefits for its employees?
☐ Yes ☐ No

c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____	Males:	_____	Females:	_____
Asian:	_____	Males:	_____	Females:	_____
Black:	_____	Males:	_____	Females:	_____
American Indian:	_____	Males:	_____	Females:	_____
Hispanics:	_____	Males:	_____	Females:	_____
Aleut (Eskimo):	_____	Males:	_____	Females:	_____
_____:	_____	Males:	_____	Females:	_____

EMPLOYMENT DRUG FREE WORKPLACE

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

EMPLOYMENT FAMILY LEAVE

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

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

ARREARS WITH THE COUNTY

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

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

CODE OF BUSINESS ETHICS

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

NO CRIMINAL RECORD

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

DEBARMENT AND SUSPENSION DISCLOSURE

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

NON -DISCRIMINATION BASED ON DISABILITY

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

PUBLIC ENTITY CRIMES

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

FAIR SUBCONTRACTING

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

LIVING WAGE (IF APPLICABLE)

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

FAIR WAGE (IF APPLICABLE)

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

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature: _____

Position/Title: _____

Name of Firm: _____

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

My Commission expires: _____

NOTARY PUBLIC
STATE OF FLORIDA

DOCUMENT 00400 ATTACHMENT 1-C

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

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

Firm Name_____ **Contact Name**_____

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

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

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

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

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

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

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

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

_____

Sign and **Print** Firm Official's Name and Title Submission Date

_____

Firm Name/Address

Firm Telephone and Fax Numbers: _____

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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Vendor Registration 1
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1.12 PACKAGING 6

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GENERAL TERMS AND CONDITION

1.1 DEFINITIONS

Submittal – shall refer to any documents submitted in response to this solicitation.
Respondent – shall refer to anyone submitting documents in response to this solicitation.
Solicitation – shall mean this request for documentation, including any and all addenda.
County – shall refer to Miami-Dade County, Florida
CICC – shall refer to Miami-Dade County's Office of Capital Improvements Construction Coordination.
DPM – shall refer to Miami-Dade County's Department of Procurement Management
Enrolled Vendor – EFFECTIVE JULY 1, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

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

1.2 INSTRUCTIONS TO RESPONDENTS

Contractor Qualification

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

Vendor Registration

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

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

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

Public Entity Crimes

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

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

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

Request for Additional Information

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

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

Contents of Solicitation and Respondent's Responsibilities

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

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

Conflicts Within The Solicitation

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

Prompt Payment Terms

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

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

1.3 PREPARATION OF SUBMITTAL

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

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

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

1.4 CANCELLATION OF SOLICITATION

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

1.5 PARTICIPATION AS A RESULT OF THIS SOLICITATION

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

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

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

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

1.6 CONTRACT EXTENSION

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

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

1.7 WARRANTY

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

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

1.8 NON-EXCLUSIVITY

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

1.9 CONTINUATION OF WORK

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

1.10 BID PROTEST

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

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

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

  Award recommendations for contracts and purchases involving the expenditure of $25,000 or less are considered final and may not be protested
- In the event a Bidder wishes to protest any part of the requirements contained in an RPQ, they must file a notice of protest in writing with the issuing department no later than 48 hours prior to the RPQ Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- For award recommendations greater than $100,000 the following shall apply:
  When a letter of intent to award an RPQ has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the Clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- For award recommendations from $25,000 to $100,000 the following shall apply:
  Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 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 RPQ. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a $500 non-refundable filing fee.

1.11 RULES, REGULATIONS AND LICENSES

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

1.12 PACKAGING

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

1.13 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the any successful respondent shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Contractor shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.14 ASSIGNMENT

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

1.15 DELIVERY

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

1.16 INDEMNIFICATION

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

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

1.17 COLLUSION

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

1.18 MODIFICATION OF CONTRACT

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

1.19 TERMINATION FOR CONVENIENCE

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

1.20 TERMINATION FOR DEFAULT

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

1.21 FRAUD AND MISREPRESENTATION

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

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2.0 Special Conditions

2.0 DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 PURPOSE: TO PRE-QUALIFY CONTRACTORS:

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

2.2 PARTICIPATION MEASURES FOR COMMUNITY SMALL BUSINESS ENTERPRISES (CSBE)

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

2.3 PRE-SUBMITTAL CONFERENCE

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

2.4 TERM OF CONTRACT: SIXTY (60) MONTHS

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

2.5 INTENTIONALLY OMITTED

2.6 METHOD FOR INCLUSION IN THE CONTRACT

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

2.7 PRICING

A. Method of response by CONTRACTOR(s) shall be stated on the RPQ, (ex. time, materials, time only, cost plus, lump sum, fixed price plus), and shall include at a minimum, all labor, supervision, material and equipment, and any other items and/or incidentals identified by the County in the request for quotations, necessary to perform the Work. The County shall notify the CONTRACTORS at the time of requesting quotations as to the requirements for the Work, including but not limited to, time for completing the Work, pre-quote meeting and/or site visit, bid bond, performance/payment bond (if applicable), liquidated damages (if applicable), additional insurance (if applicable) if the Work is to be performed at night, on weekends, etc. The County may also elect to utilize the job order contracting methodology included in Paragraph 2.8 in awarding of individual Projects.

B. The County, at its sole discretion, may reject quotations where the County determines that the CONTRACTOR(s) has submitted a price that is unbalanced or insufficient to perform the Work or is in excess of the County's estimate to perform the Work or where the County has determined that the Contractor does not have the resources available to complete the Work in the stipulated timeframe. Where such circumstances exist, the County may elect to award to the next low bidder, obtain additional quotations, issue a separate solicitation, or utilize in-house forces to complete the Work.

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

2.8 JOB ORDER CONTRACTING

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

2.9 INTENTIONALLY OMITTED

2.10 COUNTY DAMAGES IN CASE OF DELAY

A. The CONTRACTOR is obligated and guarantees to meet the stipulated completion date(s) set forth in the RPQ. In the event of a delay in completion beyond the date set forth in the RPQ, the Contractor must submit a written request for an extension that states the justification and number of days requested. This written request must be submitted as close to the delaying event as possible and prior to the completion date stipulated in the RPQ. The County shall consider all such requests made in a timely fashion, however if the County determines that the cause of the delay was avoidable or if insufficient justification is provided, the Contractor will be liable for liquidated damages as set forth in the RPQ. In as much as the amount of such damages and the loss to the County will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:

1. The CONTRACTOR shall pay to the County for each and every day of unexcused delay, the sum specified in the applicable RPQ, which is hereby agreed upon not as a penalty but as liquidated damages. The CONTRACTOR will be notified of any exceptions (**Attachment 1**). The total amount of liquidated damages shall not exceed the value of the applicable RPQ.

2. The County shall notify the CONTRACTOR that it is incurring liquidated damages **(Attachment 1).**

3. The County shall have the right to deduct these liquidated damages assessment from any payment due or which may thereafter become due to the CONTRACTOR under any Contract the CONTRACTOR has with the County. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the County, the CONTRACTOR shall pay the difference upon demand by the County.

4. Should the CONTRACTOR fail to compensate the County for any liquidated damages, the County shall consider this as a form of indebtedness may deny any future Work under the Contract or any other County contract until such indebtedness is paid in full to the County.

2.11 INSURANCE REQUIREMENTS

The Contractor shall furnish Miami-Dade County Office of Capital Improvements Construction Coordination (CICC), 111 N.W. 1st Street, Suite 1715, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Public Liability on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all OWNED, NON-OWNED and HIRED vehicles used in connection with the Work, in an amount not less than $300,000 combined single limit for bodily injury and property damage.

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

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

E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick,

New Jersey, or its equivalent subject to the approval of the County Risk Management Division,

or

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guarantee Fund.

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

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.
For this solicitation :Contract Number: CICC 7040-0/07
Title: Miscellaneous Construction Contract

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

H. A Contractor's qualification for inclusion in the Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will not be remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.

I. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period including any and all option years that may be granted to the CONTRACTOR in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall place the contractor in an inactive status until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status. If the contractor has an open work order or project when the insurance expires, the contractor will be issued a stop work order and be required to correct the deficiency immediately. No additional time will be allowed as a result of the stop work order and liquidated damages will be assessed.

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

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

2.12 BID BOND BASED ON PERCENTAGE OF BID PRICE

A. The CONTRACTOR shall be required to furnish a Bid Bond in all instances where a Performance Bond is required as part of an RPQ. The County, in its sole discretion may require a bid bond on RPQs that do not require Performance Bonds. Failure to submit the bid bond will result in the rejection of the RPQ response as non-responsive.

B. When a bid bond is specified in the RPQ, it shall be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of 5% of the base bid price, payable to the Board of County Commissioners of Miami-Dade County, Florida and conditioned upon the successful bidder submitting the specified performance bond (if required) within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any RPQ not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the RPQ will be forfeited as liquidated damages and affect the CONTRACTOR'S eligibility on future contracts. All CONTRACTORS shall be entitled to the return of their Bid Bond within ten (10) calendar days after award of the RPQ. The following specifications shall apply if a Bid Bond is required:

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

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

2. On RPQ amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

   b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

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

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

D. For RPQ's in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

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

F. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.

G. The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

2.13 PAYMENT AND PERFORMANCE BONDS

A. All Projects, where the prices received are in excess of $200,000 will require the submission of a Payment and Performance Bond as required by State of Florida Statute. A CONTRACTOR may also be required to furnish a Payment and Performance Bond as part of the requirements for the award of the RPQ, where the bid prices are anticipated to be less than $200,000. The RPQ shall clearly state such requirements.

B. The Contractor to whom a contingent award is made shall duly execute and deliver to the County a Payment and Performance Bond in an amount that represents 100% of the Bid price offered by the Bidder within 14 days of a Notice of Award. The Payment and Performance Bond Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the Payment and Performance Bond within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the CONTRACTOR'S eligibility for award of future contracts. The following specifications shall apply to the bond required above:

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

Bond Amount	Best Rating

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

2. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the RPQ is issued;

   b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code ; and

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

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

D. For RPQ's contracts in excess of $500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least $1.5 million and on the Treasury List.

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

F. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of the RPQ and as long as the funds are being held by the County.

G. The attorney-in-fact or other officer who signs a performance bond for a surety company must file a certified copy of a power of attorney authorizing the officer to do so with the bond. The performance bond must be counter signed by the surety's registered Florida agent.

2.14 LICENSE QUALIFICATIONS OF CONTACTORS:

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

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

1. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department or,

2. The Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or Section 489.117 of the Florida Statutes.

B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the contract period. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the contract and the rejection of any current or future RPQ bid submissions.

C. Subsequent to the commencement of the Contract, the County may require specific qualifications based on a Project's scope of work. Such requirements will be included within the RPQ.

2.15 INVOICES AND PAYMENTS

A. The County will pay, and the CONTRACTOR shall accept as full compensation for completing the project under an RPQ, the sums specified in the CONTRACTOR'S submittal to the RPQ, as accepted by the County.

B. All invoices must, at a minimum, contain the name, address, telephone and facsimile numbers of the CONTRACTOR, the Project number, an invoice number, date of invoice and a detailed description of the Work performed. Failure to include these details may result in delays in processing the CONTRACTOR'S invoice.

C. Before the Contractor can receive any payment or draw hereunder, except the first partial payment, for moneys due him as a result of a percentage of the work completed, he must provide the Engineer with an affidavit of payment and a release each calendar month duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up to the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full for the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies for the previous month.

D. If the duration of the Project under an RPQ is less than thirty (30) days, the County shall pay the full amount established by the RPQ, upon acceptance of the Project and submission of an acceptable invoice. A sample invoice is included as **(Attachment 2 & 3)**.

E. In the event the duration of the Project is greater than thirty (30) days, the County will specify a progress payment schedule in the RPQ. All Projects in excess of $100,000 require the submittal of a Schedule of Values in accordance with paragraph 2.106, entitled SCHEDULE OF VALUES. The Project Manager may require that the updated Project schedule be submitted on computer disk or electronically. Such submission must be submitted in Microsoft Project or software compatible with Microsoft Project. The CONTRACTOR must be able to provide the Schedule of Values in the requested format outlined in this solicitation.

F. The CONTRACTOR is required to submit a progress invoice **(Attachment 2 & 3)** reflecting the total contract price, the payments made to date and the total payment to be made. The Contractor jointly with the County representative shall prepare the draft estimate and sign each page establishing the quantities to be paid. The Contractor will produce a computer print out, in a form provided by the County, to be signed by the Contractor and submit to the County representative before the 1st day of the following month. The Contractor will provide the County representative at the time of preparing the draft monthly estimate a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. The Contractor and the Inspector shall, as a part of the preparation of the estimate, agree and sign the Contractor's list of required releases. The Project Manager may also require that a Project Payment Certificate be submitted for Projects in excess of $100,000 (sample form **Attachment 43A**).

G. When Extra Work is performed by the CONTRACTOR, their invoice must include the price and time and/or material utilized. The CONTRACTOR must also submit payroll records, invoices for materials purchased for the Project and any other documents, receipts or bills which provide proof of the costs incurred by the CONTRACTOR.

H. Where the CONTRACTOR is furnishing Contractor Type Assistance Personnel (Para. 2.112) under an RPQ the CONTRACTOR shall submit invoices on a bi-weekly basis together with employee time records for the period covered by the invoice.

I. An RPQ may stipulate that a CONTRACTOR may be paid for materials purchased and stored at the Project Site or another location. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing. Payment shall be conditioned upon submission by the CONTRACTOR of paid invoices and an executed Material Purchased/Stored Off-Premises form **(Attachment 4)** to establish the County's title to such materials or equipment, or otherwise protect the County's interest, including applicable insurance in the name of Miami-Dade County and transportation to the site.

J. Payment(s) for work completed and accepted by the County are to be made within thirty (30) days from receipt of a proper invoice.

2.16 INSPECTOR GENERAL

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

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

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

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

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

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

2.17 INTENTIONALLY OMITTED

2.18 INTENTIONALLY OMITTED

2.19 WARRANTY OF CONSTRUCTION

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

1. Exception to the above year warranty:

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

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

b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The CONTRACTOR'S obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

c. In the event the CONTRACTOR fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the CONTRACTOR under any contract between the County and the CONTRACTOR.

d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.

e. As specified in the construction documents.

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

2.20 INTENTIONALLY OMITTED

2.21 INTENTIONALLY OMITTED

2.22 COMPLIANCE WITH APPLICABLE LAWS

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

B. The attention of the CONTRACTOR is directed to the requirements of the Florida Building Code and the Code of Miami-Dade County, Florida, governing the

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

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

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

2.24 PERMITS/INSPECTIONS, FEES and TAXES

A. CONTRACTORS shall obtain all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees and give all notices necessary and incidental to the lawful performance of the Work. The County will not pay nor reimburse the CONTRACTOR for any permits, fees. etc. or any penalties as a result of the CONTRACTOR'S failure to obtain all permits, inspections and approvals in a timely manner.

B. CONTRACTORS shall observe and comply with all Federal, State, County and other laws, codes, ordinances and regulations in any way affecting the performance of the Work under the Contract.

K. The County may, as part of an RPQ's requirements, stipulate a timeframe for the Contractor to obtain and submit to the Project Manager all required permits/fees. Failure to submit the permits in the stipulated timeframe or within a timeframe extension granted by the Project Manager may result in the cancellation of the award by the County.

L. The CONTRACTOR shall be responsible for franchise fees and taxes levied against the CONTRACTOR. The County is exempt from sales taxes on all personal property in purchases or uses. The CONTRACTOR shall not include any charges representing such taxes on any invoices hereunder. The CONTRACTOR must pay all applicable sales taxes required for the purchase of materials and/or services provided under the Contract. Such taxes cannot be shown separately in an invoice submitted for payment by the County. The CONTRACTOR should include the cost of taxes in their bid price submitted to the County.

2.25 ISSUANCE OF WORK UNDER THE CONTRACT

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

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

2.26 AWARDING WORK ASSIGNMENTS

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

2.27 PROCEDURES FOR OBTAINING RPQS

A. When the County elects to have Work performed, the County shall notify pre-qualified CONTRACTOR(s), in the manner stated in G below. The RPQ shall specify all relevant information, which shall include, but not be limited to, the following:

1. Location where Work is to be performed;
2. Technical specifications including any design criteria;
3. Design drawings (if applicable);
4. Start date for the Work and the completion date or number of days to perform the Work;
5. Logistical constraints that CONTRACTOR must conform to in performing the Work;
6. Date of site visit/pre-bid conference prior to bid submission (The RPQ will also note if attendance is mandatory);
7. Method of Award;
8. Type of Contract (fixed price; cost; time & material; etc.);
9. Liquidated Damages (if applicable);
10. Bid Bond requirements;
11. Performance and Payment Bond requirements;
12. Payment schedule if other than lump sum;
13. Name of the Project Manager;
14. Date, time, and place for submission of RPQ prices.

B. The RPQ will state the time and place for inspections of the Project Site, if mandated or recommended. Except in cases of emergencies or time constraints, the County will use reasonable efforts for scheduling site inspection(s) no sooner than forty-eight (48) hours of distribution of the applicable RPQ.

C. Bid prices shall be submitted, as stated below, on the RPQ form and shall be submitted to the attention of the designated Project Manager. Any bids received which do not utilize the RPQ form shall be rejected as non-responsive. All bids must be received by the due date and time. The County will not consider bids received after the due date and time. Furthermore, RPQ's may not be conditioned on an unapproved

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

M. Failure on the part of a CONTRACTOR to submit such bid price shall render the CONTRACTOR non-responsive.

N. The CONTRACTOR shall perform the Work pursuant to the bid prices furnished in response to the RPQ, provided that the County has accepted the CONTRACTOR'S bid price. CONTRACTOR acknowledges and agrees that the County will accept the CONTRACTOR'S bid price provided that such bid price is the lowest responsive, responsible bid price submitted in response to the RPQ and the Project Manager has determined that the CONTRACTOR meets the responsibility requirements to perform the Work. The County reserves the right to determine that a CONTRACTOR is not qualified to perform the Work on any given RPQ if the CONTRACTOR does not possess adequate resources to perform the Work or the CONTRACTOR is performing Work on more than one project and the County determines that the CONTRACTOR'S resources will not permit the completion of Work on any project within the time(s) specified by the County. The County also may determine that the lowest bidder is not responsible based on past performance, as stated in the Miami-Dade Code, Section 2-8.1(g), or for any other reason permitted by law.

O. Bid prices submitted under an RPQ shall be irrevocable for a period of ninety (90) days from the RPQ submission date. Failure to hold prices shall be cause to render the bid non-responsive and the RPQ awarded to the CONTRACTOR with the next lowest bid.

P. Notification of Contractors for competitive bidding on the RPQ shall be as follows:

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

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

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

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

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

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

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

4. Emergencies

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

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

2.28 PRE-RPQ CONFERENCE/SITE VISIT

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

2.29 REMOVAL FROM ROTATION LIST

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

2.30 RPQ OPENING PROCESS

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

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

B. A CONTRACTOR may only subcontract to those firms participating in this program unless the subcontractor(s) are exempted by DBD and holding valid Certificates of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed. A listing of firms shall be provided upon request.

C. **Attachment 7** must be utilized to identify all subcontractors and suppliers on all projects where the use of a subcontractor is anticipated.

2.31 REQUEST FOR CLARIFICATION/INFORMATION OF AN RPQ

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

2.32 RESPONSIBILITY OF THE CONTRACTOR

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

2.33 SUBCONTRACTING OF WORK: POST AWARD

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

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

B. A CONTRACTOR may only subcontract to those firms participating in this program, unless the subcontractor(s) are exempted by DBD and holding valid Certificates of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed. A listing of firms shall be provided upon request.

C. The CONTRACTOR shall fully inform any subcontractors of the RPQ requirements and, that as an active participant of the Contract, that all provisions and requirements of the Contract, relating either directly or indirectly to the Work to be performed and the materials to be furnished apply. All subcontract agreements shall expressly state that labor performed and/or equipment/materials furnished shall comply with all requirements of the Contract and any RPQ issued under the Contract. The agreement between the CONTRACTOR and each subcontractor shall contain terms and conditions that are in accordance with applicable laws regarding payments by CONTRACTOR.

D. Acceptance of any subcontractor by the County shall not operate as a waiver of any rights against the CONTRACTOR or third parties nor shall it relieve the CONTRACTOR of any of its obligations to perform the Work under the Contract.

E. On a Single Trade Project, none of the primary trade related work shall be subcontracted. Ancillary Work, which is required to complete the Project, may be subcontracted subject to the requirements stated above for GC's. Examples of Ancillary Work is: roofing that requires minor electrical or mechanical work and HVAC Work that requires minor electrical Work. STC's must comply with all the requirements specified above for GC's.

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

2.34 NOTICE OF AWARD

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

2.35 NOTICE TO OCCUPY SITE

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

2.36 NOTICE TO PROCEED

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

2.37 REVIEW OF RECORDS

A. All CONTRACTORS shall, during the term of the Contract the Contract and for a period of five (5) years after expiration date of the Contract, allow the County or the County's duly authorized representatives to inspect all payroll records, invoices for materials, books of accounts and other relevant records pertaining to the Contract. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.

B. The CONTRACTOR agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

C. CONTRACTORS shall develop the proper forms and reports acceptable to the County for the administration and management of the Contract and all Work assignments.

2.38 SUBSTANTIAL COMPLETION, PUNCH LIST & FINAL ACCEPTANCE

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

B. When the CONTRACTOR is of the opinion that the Work is substantially complete, the CONTRACTOR shall request in writing that the Project Manager inspect the

Work to determine if Substantial Completion has been achieved **(Attachment 16).** The Project Manager shall schedule the date and time for any inspection and notify the CONTRACTOR and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form **(Attachment 15)** will be completed as necessary. Any remaining Work shall be identified on this form and shall be known as Punch List Work. The Punch List, **(Attachment 17),** shall be signed by both the Project Manager and the CONTRACTOR confirming that the Punch List contains the item(s) necessary to complete the Work.

C. Where the Punch List is limited to minor omissions and defects, the Project Manager may, at his/her discretions, accept the Work as substantially complete subject to completion of the Punch List. Where the Project Manager determines that the Work is not substantially complete, the Project Manager shall provide a list of all open items necessary to achieve substantial completion. Upon completion of such Work, the CONTRACTOR shall request another substantial completion inspection.

D. The Project Manager shall advise the CONTRACTOR of the time reasonably required to complete all remaining Work included in the Punch List. As stated above, when such Work is complete, the Project Manager shall sign the Work Order Close-Out Form under Final Inspection Approval. The Project Manager shall notify the CONTRACTOR in writing of final acceptance **(Attachment 18).**

E. Upon final acceptance of all the Work required under the RPQ and the Contract, the CONTRACTOR shall obtain and deliver to the Project Manager such Certificate(s) of Occupancy or Completion, as required by Section 307 of the South Florida Building Code, proof of final inspections and all warranty documentation.

F. Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the Project Manager shall notify the CONTRACTOR in writing of the closeout of the Project **(Attachment 19).**

2.39 CONTRACTOR'S USE OF WORK SITE

A. Limitations may be placed on the CONTRACTOR'S use of the Work Site and any such limitations shall be stated in the RPQ. In addition to such limitations, the Project Manager may make storage available to the CONTRACTOR at his/her sole discretion based on availability of space. The CONTRACTOR shall also coordinate and schedule deliveries so as to minimize disruptions to County day-to-day operations.

B. The CONTRACTOR shall limit its use of the Work Site, so as to allow for the County's continuous operation. This is necessary, as many of the sites where projects will be performed will remain in operation during the Work.

The CONTRACTOR shall:

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

2. Keep existing driveways and entrances serving surrounding facilities clear and available to the County and its employees at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.

3. Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Work and not accepted by the County, and its vehicles while performing Work for the County and/or while parked at a County facility. The County assumes no liability.

4. Keep area such as hallways, stairs, elevator lobbies and rest rooms free from the accumulation of waste material, rubbish or construction debris.

2.40 COUNTY OCCUPANCY

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

2.41 COUNTY FURNISHED DRAWINGS

A. The County, at its sole discretion, may furnish design drawings. It shall be the sole responsibility of the CONTRACTOR to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The CONTRACTOR shall be solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the County prior to commencement. This shall also apply to any revisions or omissions identified by the CONTRACTOR. The CONTRACTOR shall submit all requests for information utilizing **Attachment 20,** entitled Request For Information (RFI). The County shall respond to all RFI's in writing utilizing **Attachment 21**.

B. The CONTRACTOR shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

2.42 INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

2.43 LAYOUT OF THE WORK

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

2.44 CONTRACTOR FURNISHED DRAWINGS

A. An RPQ may require the CONTRACTOR to furnish design, shop and/or as-built drawings depending on the nature and scope of the Work to be performed. The following applies to the different types of drawings.

B. The Project Manager shall, after review of the drawings, initial and mark the drawings in one of the following manners:

1. ACCEPTED - No correction required.

2. PROCEED AS CORRECTED - Minor changes or corrections identified. Work can proceed subject to re-submittal and acceptance of the drawings.

3. REVISE AND RESUBMIT- Significant changes or corrections required. Submittal must be revised and resubmitted for approval prior to Work proceeding.

4. REJECTED - Not in accordance with the contract and/or RPQ due to excessive changes or corrections or other justifiable reason. Drawings must be corrected and resubmitted prior to any Work being performed.

C. Revisions required by the permitting jurisdiction must also be reviewed and approved by the Project Manager prior to resubmission to the permitting agency.

D. Acceptance by the County shall not relieve the CONTRACTOR from responsibility for errors and omissions in the drawings.

2.45 AS-BUILT DRAWINGS

A. The CONTRACTOR shall submit three (3) sets of As-Built Drawings, where as-built drawings are required by the RPQ utilizing **Attachment 22.** The RPQ may specify that additional sets be submitted. The RPQ shall also specify the number of samples to be submitted. As-built drawings and samples must be submitted within ten (10) business days of Final Acceptance of the project. The County shall respond in writing utilizing **Attachment 23.**

B. By submitting the as-built drawings and samples, the CONTRACTOR certifies that these drawings and samples reflect the actual Work performed and materials included in the Project. Receipt of the as-built drawings or samples by the County does not relieve the CONTRACTOR of responsibility for any deviations from the requirements of the RPQ or the actual Work performed unless the CONTRACTOR has notified the

Project Manager in writing of such deviations at the time of submission and the CONTRACTOR has received written approval of the specific deviation(s). The CONTRACTOR will not be relieved from responsibility for errors and omissions in the as-built drawings or samples. The Project Manager, at his sole discretion, may require a review of the progress on the As-Built Drawings prior to processing a Requisition for Payment submitted by the Contractor. As-Built Drawings progress deemed not up-to-date by the Project Manager may constitute sufficient reason for holding the processing of the Requisition for Payment. Final payment will not be made until receipt of all required drawings.

2.46 SHOP DRAWINGS

A. Shop drawings are defined as drawings, diagrams, illustrations, schedules, performance charts, brochures and other data submitted by the CONTRACTOR which illustrate all or portions of the Work.

B. Samples are physical examples submitted by the CONTRACTOR to illustrate material, equipment or workmanship and to establish standards by which the Work will be judged.

C. The CONTRACTOR shall submit three (3) sets of shop drawings, where shop drawings are required by the RPQ utilizing **Attachment 22.** The RPQ may specify that additional sets be submitted. The RPQ shall also specify the number of samples, to be submitted. The CONTRACTOR(S), by submitting the shop drawings and/or samples, represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and have checked and coordinated each shop drawing with the requirements of the RPQ and the Contract.

D. The Project Manager will review the shop drawings and/or samples and approve or note comments indicating actions to be taken by the CONTRACTOR or the County **(Attachment 23)**. Such review will only be to determine conformance with the design concept of the Project and the RPQ requirements.

2.47 CONTRACT DOCUMENTS AT THE SITE

A. The CONTRACTOR shall maintain at the site one (1) copy of all drawings, the project RPQ (including all specifications, addenda, Progress Schedule and Schedule of Values, approved Shop Drawings, Requests for Information, Field Orders, Change Work Proposal Requests, Change Authorizations, Change Orders and other modifications) in good condition and available for use by the Project Manager during his/her visits to the Work Site.

B. The CONTRACTOR shall also maintain one (1) set of drawings marked "AS-BUILT" which shall be kept at the Work Site. This set shall be marked in colored pencil or ink with all deviations from the RPQ Specifications. These drawings shall be kept up to date during the progress of the Work. At substantial completion, the CONTRACTOR shall certify that changes have been marked on the "AS-BUILT" Documents and shall turn these over to the Project Manager.

C. Failure to maintain the above documents in an up-to-date condition will be cause for withholding payments to the CONTRACTOR.

2.48 WORKER'S IDENTIFICATION

The CONTRACTOR'S employees, which includes any sub-contractor, shall wear an identification card provided by the CONTRACTOR. The identification card shall bear the employee's picture, name, title and name of the employer. Failure by a CONTRACTOR'S employee to wear such identification may result in his removal from the Work until such time as the identification card is obtained and worn. Such removal shall not act as a basis for the CONTRACTOR to submit a claim for an extension of time.

2.49 METHOD OF PROSECUTING PERFORMANCE

A. If, in the opinion of the Project Manager, the rate of progress of the Work is not such as to insure its completion within the designated completion time, or if, in the opinion of the Project Manager, the CONTRACTOR is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the progress schedule accepted by or determined by the Project Manager, the Project Manager shall have the right to order the CONTRACTOR to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to insure completion of the project within the specified time. The CONTRACTOR shall immediately comply with such orders at no additional cost to the County. (3) The County at its sole option may also have Work performed by a third party CONTRACTOR and deduct such cost from any monies due the CONTRACTOR.

B. Where materials are transported in the performance of the Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the CONTRACTOR and any damaged curbing, grass areas, sidewalks or other areas shall be repaired at the expense of the CONTRACTOR to the satisfaction of the Project Manager.

C. The CONTRACTOR shall furnish to the County a complete listing of 24-hour telephone numbers at which responsible representatives of the CONTRACTOR and all of the CONTRACTOR'S subcontractor can be reached should the need arise at any time.

2.50 STAGING AND PHASING

A. The Work to be performed shall be done in such a manner so as not to interfere with the normal County operations of the site or facility. The manner in which the Work is performed shall be subject to the approval of the Project Manager, and if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of County services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager 24 hours in advance.

B. The CONTRACTOR shall familiarize itself with normal County operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

2.51 PRE-CONSTRUCTION MEETING

A. The Project Manager may require the CONTRACTOR and the CONTRACTOR'S subcontractor(s) to attend a meeting prior to the commencement of the Project to review the scope of work, the method of performance, and any other issues related to the site.

B. The Project Manager will record significant issues discussed at the meeting and record agreements and disagreements, along with the final plan of action, and distribute a record of the meeting to all parties in attendance **(Attachment 24).**

2.52 PROGRESS MEETINGS

A. When necessary, progress meetings will be held by the Project Manager. Present at these meetings shall be the CONTRACTOR, the Project Manager, the Owner's Representative, if applicable, and invitees associated with the Project, as identified by the Project Manager.

B. The CONTRACTOR shall arrange for the participation of its subcontractors and/or vendors when the Project Manager requires their presence.

C. The Project Manager shall maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance **(Attachment 25).**

2.53 MANUFACTURER'S INSTRUCTIONS

A. The CONTRACTOR shall:

1. Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract or RPQ.

2. Inspect each item of materials or equipment management immediately prior to installation and reject damaged and defective items.

3. Provide attachment and connection devices and methods for securing the Project; secure Work true to line plumb and level, and within recognized industry standards; allow for expansion and building movement; provide uniform joint width in exposed project; arrange joints in exposed project to obtain the best visual effect and refer questionable visual effect choices to the Project Manager for final decision when applicable to the job.

4. Recheck measurements and dimensions of the Project, as an integral step in starting each portion of the Project.

5. Install each unit or section of Work during favorable weather conditions, and have Project status, which shall ensure the best possible results in coordination with the entire Project and isolate each unit of Work from incompatible Work as necessary to prevent potential interference among each section and/or deterioration of equipment.

6. Coordinate enclosure of the Work, which requires inspections and tests so as to minimize the necessity of uncovering Work for that purpose.

2.54 MOUNTING HEIGHTS

Where mounting heights are not indicated, the CONTRACTOR shall mount individual units at industry recognized standard mounting heights for the particular application indicated; and, refer questionable mounting height choices to the Project Manager for final decision.

2.55 CLEANING & PROTECTION OF SITE

The CONTRACTOR shall:

A. During the handling and installation of the Project, clean and protect the Work in progress and adjoining areas on the basis of continuous maintenance and apply protective covering on installed Work where it is required to ensure freedom from damage or deterioration until acceptance or use by the County:

B. Remove and dispose of all debris, trash and excess materials from the site resulting from the Work. Removal shall take place daily and more often if hazards or interferences are presented. Dispose of all material removed off the site in accordance with all federal, state and local laws;

C. Maintain a clean operation while working. Remove all debris, trash, and equipment at the end of each workday;

D. Handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by storing in appropriate containers and disposing of waste material in a lawful manner;

E. Not bury or burn waste materials on the Work Site;

F. Not wash liquid waste materials containing chemicals, oil or unfiltered construction debris down sewers or into waterways;

G. Provide, as necessary, rodent proof containers for depositing garbage and similar waste generated by the CONTRACTOR;

H. Immediately after completion of each phase of the project and prior to Final Acceptance of the Project by the Project Manager, the CONTRACTOR shall remove all equipment, surplus material, temporary structures, and debris resulting from its operations. The Work Site shall be maintained in a neat, presentable manner satisfactory to the Project Manager.

Should the CONTRACTOR fail, refuse or neglect to remove rubbish, waste materials, or to clean the site as required to ensure safety and prevention of accidents, the County may, without obligation to do so, remove and dispose of the rubbish, waste material, and clean the site. The County may then deduct the resulting costs from payment due or to become due to the CONTRACTOR under any contract the CONTRACTOR has with the County;

2.56 SAFETY PRECAUTIONS

A. The CONTRACTOR must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The CONTRACTOR shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

B. The CONTRACTOR shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades and ladders, that are necessary for the protection of its employees, as well as the public and County employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding and ladders shall be OSHA approved.

C. If an emergency condition should develop during the Project, the CONTRACTOR must immediately notify the Project Manager of each and every occurrence. The CONTRACTOR should also recommend any appropriate courses of action to the Project Manager.

D. No open flame allowed in the Airfield Operation Area (AOA) of the airports.

2.57 ACCIDENTS

The CONTRACTOR shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project duration. The CONTRACTOR shall also comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50. In addition, the CONTRACTOR must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents **(Attachment 26).**

2.58 SUBMITTALS

During the progress of the Work, the CONTRACTOR shall submit copies of all reports, permits and inspections required by governing authorities, or necessary for the project, which shall include, but not be limited to: HVAC, electrical, plumbing, fire, building, easement and carpentry.

The CONTRACTOR shall also provide copies of all plans approved and permitted by the required governing authorities.

2.59 ASBESTOS ABATEMENT REQUIREMENTS

A. The Contractor shall comply with the asbestos abatement requirements of all applicable laws, codes, rules, regulations and standards that may include but are not limited to the following:

1. United States Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAPS) 40 CFR 61.

2. United States Department of Labor, Occupational Safety and Health Act standards, 29 CFR Part 126.

Permits and Notifications

B. The CONTRACTOR is responsible for securing all necessary permits, licenses and/or certifications in conjunction with the Work relative to asbestos handling, removal, hauling and disposal and timely notification of such actions, as may be required by federal, state regional and local authorities. The CONTRACTOR shall provide the Project Manager with copies of all required permits and notifications.

C. The CONTRACTOR shall notify the Miami-Dade County Department of Environmental Resources Management (DERM), ten (10) days in advance of commencement of any asbestos related Work. The CONTRACTOR shall notify all the agencies having reporting requirements within the time required by the rules of those agencies or applicable law. The CONTRACTOR shall make payment for any filing or other fees associated with such notification.

D. Upon receipt of all applicable permits, approvals and notifications required, the Project Manager shall authorize the CONTRACTOR to proceed with the abatement Work.

2.60 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall within eight (8) hours after discovery of conditions and before they are disturbed, notify the Project Manager in writing, utilizing **Attachment 27** of: (1) latent physical conditions at the Work Site differing materially from those indicated in the RPQ and/or drawing, or (2) physical conditions at the Work Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in Work of the character provided for in the RPQ or the Contract, but unknown to the CONTRACTOR until encountered during the Work. The Project Manager shall promptly investigate such condition(s) to determine if the condition(s) constitute a differing site condition as described above. Should the Project Manager determine that a differing Work Site condition exists which causes an increase or decrease in the CONTRACTOR'S cost, or the time required for performance of any part of the Work, the Project Manager shall notify the CONTRACTOR. The CONTRACTOR shall then provide a detailed Change Order Proposal as specified by the Contract.

B. No claim for an extension of time and/or an equitable adjustment to price by the CONTRACTOR due to differing site conditions shall be allowed unless the CONTRACTOR has given required notice above and met all requirements in Paragraph 2.66, entitled Extensions of Time.

C. The requirements for equitable adjustments for compensation for Extra Work shall apply to any change under this paragraph for differing site conditions. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under an RPQ.

2.61 CONSENT OF COUNTY REQUIRED FOR SUBLETTING OR ASSIGNMENT

If the CONTRACTOR assigns, transfers, sublets or otherwise disposes of the Contract or its right, title or interest in or to the same or any part thereof without the previous consent in writing of the County, such action shall be an Event of Default. Nothing herein shall either restrict the right of the CONTRACTOR to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the CONTRACTOR for the benefit of its creditors, made pursuant to applicable law.

2.62 COORDINATION WITH OTHER CONTRACTORS

A. During the progress of the Work, it may be necessary for other Contractors and other persons (including County personnel) to do work in or about the Work Site. The County reserves the right to permit and put such other Contractors and such persons to work and to afford them access to the Work Site at such time and under such conditions as does not unreasonably interfere with the CONTRACTOR. The CONTRACTOR shall continue its Work continuously and diligently and shall conduct its Work so as to minimize interference with such other work. If such other work interferes with the CONTRACTOR'S Work, even after the CONTRACTOR makes a diligent effort to continue, the CONTRACTOR may be entitled to an equitable adjustment as set forth in the Contract.

B. In the event of an emergency creating danger to life or property at the Work Site, the County may do anything necessary to alleviate such an emergency situation, including performing work at the Work Site, or directing another Contractor to perform work at the Work Site.

2.63 INTENTIONALLY OMITTED

2.64 PRELIMINARY OCCUPANCY

The County reserves the right at all times to deliver, place and install furnishings and equipment at the Work Site or into the Project, as the Project progresses, as long as there is no interference with the CONTRACTOR. Such preliminary occupancy shall in no event be construed as Substantial Completion or beneficial use. Where the County is occupying a portion of the Work Site (which had not been contemplated by the parties to be co-occupied during the performance of the Work), the County will be responsible for damage or loss to such portion of the Work caused by the County's preliminary occupancy. The Project Manager shall notify the CONTRACTOR of such occupancy utilizing **Attachment 28.**

2.65 CONTRACTOR'S WORK SCHEDULE/PROGRESS PAYMENTS

A. The CONTRACTOR shall schedule the Work in accordance with the requirements set forth in the RPQ. The CONTRACTOR shall have discretion in scheduling the Work. The Project Manager, in his/her sole discretion, may require that a detailed schedule be submitted for review and acceptance. Such schedule shall be submitted to the Project Manager no later than ten (10) calendar days after the issuance of the Notice of Award. The County reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the progress schedule. Where the Project Manager requires such schedules the CONTRACTOR shall create the schedule utilizing Microsoft Project or compatible software. The Project Manager shall be furnished with copies of the schedules as often as deemed necessary by the Project Manager in both paper and disk formats. The Project Manager's basis for not accepting any schedule shall be limited to a determination that the Work sequence lacks logic, is unreasonable, is incomplete or is inconsistent with any other contractual requirements, such as a phasing plan or time for completion.

B. This schedule shall be updated prior to the CONTRACTOR submitting his request for payment, showing actual progress versus scheduled. The Project Manager and the CONTRACTOR will review this update to analyze the project progress and allocate responsibility if the project is behind schedule. Should the CONTRACTOR fail to update and submit the schedule, as required, he/she shall not be entitled to any delay claims for that period and the request for payment may be delayed pending satisfaction of this requirement.

C. With respect to any submission by the CONTRACTOR under this paragraph, no review, acceptance or approval by the Project Manager shall release or relieve the CONTRACTOR from its obligation to fully and properly complete the Project, or any other duty, responsibility or liability imposed on it under the Contract, including, but not limited to the obligation to complete the Work within the time set forth in the applicable RPQ.

D. Receipt by the Project Manager of an updated or revised schedule shall not be construed to mean that the Project Manager agrees that the progress of the Work is as shown or indicated therein or that the updated or revised schedule is acceptable to the Project Manager.

2.66 EXTENSIONS OF TIME

Any reference in this section to the CONTRACTOR shall be deemed to include suppliers, and permitted SUBCONTRACTORS, whether or not in privities of contract with the CONTRACTOR for the purpose of this section.

A. If the CONTRACTOR is delayed at any time during the progress of the Work beyond the Completion Date set forth in the RPQ and/or Notice of Award by the neglect or failure of the County or by a Force Majeure, then the Completion Date set forth in the RPQ and/or Notice of Award shall be extended by the County subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the CONTRACTOR by reasonable investigation before proceeding with the Work;

2. The CONTRACTOR demonstrates that the completion of the Work will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

B. The County reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the CONTRACTOR in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the CONTRACTOR acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the CONTRACTOR.

C. The request for an Excusable Delay shall be made within ten (10) calendar days after the time when the CONTRACTOR knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request, utilizing **Attachment 29**. The Project Manager may require the CONTRACTOR to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

D. The CONTRACTOR shall not be entitled to an extension of time unless the CONTRACTOR affirmatively demonstrates that it is entitled to such extension.

E. The Project Manager shall endeavor to review and respond to the CONTRACTOR'S request for Excusable Delays in a reasonable period of time; however, the CONTRACTOR shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the CONTRACTOR agrees or disagrees with that decision.

F. With regard to an injunction, strike or interference of public origin which may delay the project, the CONTRACTOR shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The County shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the County may deem proper.

G. The permitting of the CONTRACTOR to proceed with the Work subsequent to the date specified in the applicable RPQ (as such date may have been extended under the Contract), the making of any payment to the CONTRACTOR, the issuance of any Change Order, shall not waiver the County's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring CONTRACTOR in default.

2.67 EXTENSION OF TIME NOT CUMULATIVE

In case the Contractor shall be delayed for any period of time by two or more of the causes mentioned in the previous Paragraph, the CONTRACTOR shall not be entitled to a separate extension for each one of the causes; only one period of extension shall be granted for the delay.

2.68 CONTRACTOR'S DAMAGES FOR DELAY

Except as may be otherwise specifically provided for in the Contract, the CONTRACTOR agrees to make no claim for damages for delay of any kind in the performance of the Contract whether occasioned by any act or omission of the County or any of its representatives (whether it is an Excusable Delay or otherwise) and the CONTRACTOR agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work. In this regard, the CONTRACTOR alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner. Contractor shall not receive monetary compensation for County delay. Time extensions may be authorized by the County in certain situations.

2.69 STOP WORK ORDER

A. The County may, at any time, by written order to the CONTRACTOR **(Attachment 30)**, require the CONTRACTOR to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the CONTRACTOR, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the CONTRACTOR, or within any extension to which the parties have agreed the County shall either:

1. Cancel the Stop Work Order; or

2. Terminate the Work covered by such order as provided in the Paragraph 2.70 entitled TERMINATION FOR CONVENIENCE BY THE COUNTY.

B. If a Stop Work Order issued under this Paragraph is canceled or the period of the order or any extension thereof expires, the CONTRACTOR shall resume the Work without compensation to the CONTRACTOR for such suspension other than extending the time for Substantial Completion to the extent that, in the opinion of the Project Manager, the CONTRACTOR may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due

to CONTRACTOR'S defective or incorrect Work, unsafe Work conditions caused by the CONTRACTOR or any other reason caused by CONTRACTOR'S fault or omission, the CONTRACTOR shall not be entitled to an extension of time or compensation of any nature as a result of the issuance of a Stop Work Order.

2.70 TERMINATION FOR CONVENIENCE BY THE COUNTY

In addition to cancellation or termination as otherwise provided for in the Contract, the County may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the CONTRACTOR **(See Attachment 31)** refers:

A. The CONTRACTOR shall, upon receipt of such notice, unless otherwise directed by the County:

1. Stop all Work on the Project on the date specified in the notice ("the Effective Date");

2. Take such action as may be necessary for the protection and preservation of the County's materials and property;

3. Cancel all cancelable orders for materials and equipment;

4. Assign to the County and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for work under the Contract and have been specifically fabricated for the sole purpose of the Contract and not incorporated in the Work;

5. Take no action that shall increase the amounts payable by the County under the Contract; and

6. Take reasonable measures to mitigate the County's liability under the Contract.

B. In the event that the County exercises its right to terminate the Contract pursuant to the Contract, the County will pay the CONTRACTOR:

1. For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project completed in accordance with the RPQ through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the County except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and

2. To the extent practical, the fair and reasonable value shall be based on the price established as a result of the RPQ. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the RPQ.

3. The amount due hereunder shall be offset by all payments made to the CONTRACTOR.

4. All payments pursuant to this paragraph shall be accepted by the CONTRACTOR in full satisfaction of all claims against the County arising out of the termination including, without limitation, lost profits, overhead or other consequential damages. Further, the County may deduct or set off against any sums due and payable under this Paragraph any claims it may have against the CONTRACTOR.

5. All payments made under the Contract are subject to audit by the County, and the Inspector General's office.

2.71 PAYMENTS RELATED TO GUARANTEE OBLIGATIONS

A. The County may withhold from any payments to be made such sums as may reasonably be necessary to ensure completion of the Project with respect to defective Work, equipment or materials which may be identified by the Project Manager.

B. The County may deduct from any payment due the CONTRACTOR an amount equal to its cost incurred on account of the CONTRACTOR'S failure to fully perform its obligations under the Contract and any RPQ issued under the Contract.

C. The Project Manager, prior to withholding or deducting any monies hereunder, shall give the CONTRACTOR notice of the defective Work, equipment or material and the basis for the withholding or deduction **(Attachment 32).**

D. Upon the Project Manager's determination that the CONTRACTOR has fulfilled its obligations, the County will pay the CONTRACTOR any monies owed, subject to CONTRACTOR'S submission of, or compliance with, any remaining documentation or obligation, as the case may be, in accordance with the Contract.

2.72 SET-OFFS, WITHHOLDINGS AND DEDUCTIONS

A. The County may set-off, deduct or withhold from any payment due the CONTRACTOR, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;

2. Any Liquidated Damages, and/or;

3. Any unpaid legally enforceable debt owed by the CONTRACTOR to the County.

B. The County shall notify the CONTRACTOR in writing of any such withholdings **(Attachment 32).**

C. Any withholding, which is ultimately held to have been wrongful, shall be paid to the CONTRACTOR in accordance with the Prompt Payment Act.

2.73 NATURE OF THE AGREEMENT

A. The CONTRACTOR shall provide the services set forth in the Contract and any subsequent RPQs issued as part of the Contract. The CONTRACTOR shall provide full and prompt cooperation with the County in all aspects of the Project to be performed.

B. The CONTRACTOR acknowledges that the Contract requires the performance of all things necessary for or incidental to the effective management and performance of the Project. All things not expressly mentioned in the Contract, but necessary to carrying out its intent are required by the Contract, and the CONTRACTOR shall perform the same as though they were specifically mentioned, described and delineated.

C. The CONTRACTOR shall furnish all labor, materials, tools, supplies and other items required for the completion of the Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

2.74 MANNER OF PERFORMANCE

The CONTRACTOR shall complete the Project described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of the Contract. The County shall be entitled to satisfactory performance of all Work described herein or in any RPQ, and to full and prompt cooperation by the CONTRACTOR in all aspects of the Project. At the request of the County, the CONTRACTOR shall promptly remove from the Project any employee, subcontractor, or any other person performing Work under the Contract (hereinafter "Staff Personnel"). The CONTRACTOR agrees that the removal of any of its employees does not require the termination or demotion of employee(s).

2.75 GENERAL REQUIREMENTS

A. The employee(s) of the Contractor awarded an RPQ shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments.

B. The CONTRACTOR agrees that the CONTRACTOR will at all times employ, maintain and assign to the performance of the Project a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed. All employees of the Contractor shall wear proper identification.

C. The CONTRACTOR agrees to adjust staffing levels or to replace any staff personnel if so ordered by the County, should the County make a determination, in its sole discretion, that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The CONTRACTOR warrants and represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

E. The CONTRACTOR shall at all times cooperate with the County and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

F. The County and other agencies authorized by the County, shall have full access to the Work Site at all times.

G. The Contractor shall be responsible for the good condition of the Work or materials until formal release from his obligations under the terms of his Contract.

H. The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished Work during the continuance of the Contract. If any materials or part of the Work were lost, damaged, or destroyed by any cause or means whatsoever, the Contractor 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.

I. The Contractor 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; shall provide all necessary watchmen on the Work by day or by night for the safety of the public, and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the Work.

J. The Contractor shall at all times conduct the Work in such manner and in such sequence as will insure the least practicable local interference. Contractor shall not open up Work to the prejudice of Work already started, and the Project Manager may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

K. The Contractor 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/her Work in the proper sequence in relation to that of other contractors, all as may be directed by the Project Manager.

2.76 AUTHORITY OF THE PROJECT MANAGER

A. The County hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Contract, including without limitations: questions as to the value; acceptability and fitness of the Work; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of any Work performed under the Contract; questions as to the interpretation of the Work to be performed; and claims for damages, compensation and losses.

B. The CONTRACTOR shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the CONTRACTOR agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

C. The Project Manager shall have authority to act on behalf of the County to the extent provided by the Contract, unless otherwise modified in writing by the County. All instructions to the CONTRACTOR shall be issued in writing. All instructions to the CONTRACTOR shall be issued through the Project Manager unless the County has identified in the RPQ that a consultant has been hired as the Owner's Representative. The hiring of an Owner's Representative does not preclude the Project Manager from issuing directives to the CONTRACTOR when necessary.

D. The Project Manager shall have access to the Project Site at all times. The CONTRACTOR shall provide safe facilities for such access so the Project Manager may perform his functions under the Contract. The Project Manager will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

E. The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.

F. The Project Manager will have authority to reject Work that does not conform to the Contract and the RPQ requirements. Whenever, in his or her opinion, it is considered necessary or advisable to insure the proper implementation of the Contract, the Project Manager will have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither the Project Manager's authority to act under this paragraph, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the CONTRACTOR, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

G. All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract. The Project Manager's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

H. The Project Manager will not be responsible for the acts or omissions of the CONTRACTOR, any subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

I. In the event there is a conflict in the directives provided by the Project Manager and the Owner's Representative as defined in paragraph 2.109 below, it is the CONTRACTOR'S responsibility to bring it to the attention of the Project Manager.

2.77 INDEPENDENT CONTRACTOR

A. The CONTRACTOR is engaged as an independent business and agrees to perform the project as an independent contractor. In accordance with the status of an independent contractor, the CONTRACTOR covenants and agrees that the CONTRACTOR will conduct business in a manner consistent with that status, that the CONTRACTOR will not claim to be an officer or employee of the County for any right or privilege applicable to an officer or employee of the County, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

B. The CONTRACTOR's staff shall not be employees of the County, and the CONTRACTOR alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the County on account of the CONTRACTOR'S acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the CONTRACTOR as a subcontractor, expert, consultant, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The CONTRACTOR hereby agrees to indemnify and hold harmless the County against any such liabilities, even if they arise from actions directed or taken by the County.

2.78 COMMUNICATIONS

The CONTRACTOR shall maintain continuing communications with County employees designated by the County. The CONTRACTOR shall keep the County fully informed as to the progress of the Project at all times. The CONTRACTOR shall do so through ongoing communications with the Project Manager, and written communication, as required by the Project Manager.

2.79 MUTUAL OBLIGATIONS

A. This document, all RPQs issued under the Contract, and the CONTRACTOR'S submittals, shall constitute the Contract between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

B. Nothing in the Contract shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Contract imposes an indemnity obligation on the CONTRACTOR, the County, may at its expense, elect to participate in the defense of the claim if the County should so choose. Furthermore, the County may, at its own expense, defend or settle any such claim if the CONTRACTOR fails to diligently

defend such claim, and thereafter seek indemnity for such cost from the CONTRACTOR.

2.80 NO ESTOPPEL OR WAIVER

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

2.81 EVENT OF DEFAULT

An event of default shall mean a breach of the Contract by the CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

A. The CONTRACTOR has not performed the Work in a timely manner;

B. The CONTRACTOR has refused or failed, except in case for which an extension of time is provided, to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;

C. The CONTRACTOR has failed to make prompt payment to subcontractors or suppliers for any services or materials they have provided;

D. The CONTRACTOR has become insolvent or has assigned the proceeds received for the benefit of the CONTRACTOR'S creditors, or the CONTRACTOR has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR'S affairs have been put in the hands of a receiver;

E. The CONTRACTOR has failed to obtain the approval of the County where required by the Contract;

F. The CONTRACTOR has failed in the representation of any warranties stated herein;

G. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the CONTRACTOR'S ability to perform the Work, the County shall notify the CONTRACTOR in writing **(Attachment 33)** that it must, within the time frame set forth in the County's request, provide adequate assurances and a plan of action to the County, in writing, of the CONTRACTOR'S ability to perform in accordance with the terms of the Contract. In the event that the CONTRACTOR fails to provide to the County the requested assurances within the prescribed time frame, the County may:

1. Treat such failure as a repudiation of the Contract and/or;

2. Resort to any remedy for breach provided herein or by law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

H. In the event the County shall terminate the Contract for default, the County or its designated representatives may immediately take possession of all applicable documentation and data.

I. Where the County erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the CONTRACTOR shall have no further recourse of any nature for wrongful termination.

2.82 NOTICE OF DEFAULT-OPPORTUNITY TO CURE/TERMINATE

In the event that the County determines that the Contractor is in default of their obligations under the Contract, the County shall notify the CONTRACTOR **(Attachment 34),** specifying the basis for such default, and advising the CONTRACTOR that such default must be cured within a specified time frame or the Project/Contract with the County may be terminated. The County may grant an extension to the curative period if the County deems it appropriate and in the best interest of the County, without waiver of any of the County's rights hereunder, so long as the CONTRACTOR has commenced curing such default and is effectuating a cure with diligence and continuity during the initial specified time frame or any other period which the County prescribes. The County, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the County. Any work or materials used in correcting the Work will be covered by the Contractor's Warranty and the Contractor shall assume full responsibility and liability for such work

2.83 REMEDIES IN THE EVENT OF TERMINATION FOR DEFAULT

A. If a Termination for Default occurs, the CONTRACTOR and the bond provider, if applicable) shall be notified of the effective date of the termination **(Attachment 35)** and shall be liable for all damages resulting from the default, including but not limited to:

1. Re-procurement costs

2. Other direct damages

B. The Contractor shall stop work as of the date of notification of the termination and immediately remove all labor, equipment and materials (not owned or paid for by the County) from the Work Site. The County assumes no liability for the Contractor's failure to remove such items from the Work Site as required.

C. The CONTRACTOR shall also remain liable for any liabilities and claims related to the CONTRACTOR'S default.

D. As an alternative to termination, the County may bring suit or proceedings for specific performance or for an injunction.

2.84 THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

The County may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the County. The exercise, or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The County's rights and remedies as set forth in the Contract are not exclusive and are in addition to any other rights and remedies in law or in equity.

2.85 CONTRACTOR IN ARREARS OR DEFAULT

The CONTRACTOR represents and warrants that the CONTRACTOR is not in arrears to the County and is not a defaulter as a surety or otherwise upon any obligation to the County. In addition the CONTRACTOR warrants that the CONTRACTOR has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the CONTRACTOR'S responsibility or qualification to receive public agreements. The CONTRACTOR considers this warrant as stated in this Paragraph to be a continual obligation and shall inform the County of any change during the term of the Contract.

2.86 AGREEMENT LIMITING TIME IN WHICH TO BRING ACTION AGAINST THE COUNTY

In the event the CONTRACTOR may be deemed to have a cause of action against the County, no action shall lie or be maintained by the CONTRACTOR against the County upon any claim arising out of or based upon the Contract by reason of any act or omission or requirement of the County or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if final payment has not been issued within six (6) months of substantial completion of the Work under an RPQ or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract, or if the Contract is terminated or declared abandoned under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the County.

2.87 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Work hereunder, except as expressly provided herein, the CONTRACTOR shall diligently render to the County, after additional compensation is mutually agreed upon, any and all assistance which the County may require of the CONTRACTOR.

2.88 FORCE MAJUERE

Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such

party including, but not limited to: acts of God or public enemy, fire, explosions, riots and/or strikes (not including strikes of the CONTRACTOR, and/or war. Notwithstanding the foregoing, the failure of any of the CONTRACTOR'S suppliers, subcontractors, shall not excuse the CONTRACTOR'S performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of personnel of the CONTRACTOR'S supplier's or subcontractor's), and/or war.

2.89 DISPUTES

Where a CONTRACTOR believes a dispute exists, the CONTRACTOR shall notify the Project Manager of such dispute in writing utilizing **Attachment 36**, within 5 days of the date the issue or circumstance(s) causing the dispute arose. Except as otherwise provided in the Contract, a dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall initially be decided by the Project Manager, who shall make his/her decision available in writing and furnish a copy thereof to the CONTRACTOR. The decision of the Project Manager shall be final and conclusive unless, within ten (10) calendar days from the date or receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Project Manger and to the CICC's Director of Contracts and Standards, a written appeal addressed to the Project Manager, and copied to the CICC's Director of Contracts and Standards. In connection with any appeal proceeding under this Paragraph, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A final decision of the appeal is to be made by the CICC's Director of Contracts and Standards. The CONTRACTOR shall proceed diligently with the performance of the Work and in accordance with the CICC's Director of Contracts and Standards decision. The CONTRACTOR agrees that the decision of the County shall be final and conclusive.

2.90 NO ORAL CHANGES

Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

2.91 INTENTIONALLY OMITTED

2.92 EXTRA WORK

A. The County reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract Documents and the applicable RPQ and which are within the general scope of the Contract in accordance with this Paragraph. Any such changes will be known as Extra Work.

B. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his/her intention to treat the work described therein as Extra Work. In the absence of such an order, the Project Manager may direct, order or require the CONTRACTOR to perform any Work including that which the CONTRACTOR deems to be Extra Work. The CONTRACTOR shall

nevertheless comply and shall promptly and in no event after, begin the performance thereof or incur cost attributable thereto and give written notice to the Project Manager stating why he deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Project Manager to cancel such order, direction or requirements promptly; (2) affording an opportunity to the Project Manager to keep an accurate record of materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed Work.

2.93 EXTRA WORK DIRECTIVE

A. If the parties fail to reach agreement with respect to the proposed Extra Work, or in case or extenuating circumstances, the County may nevertheless issue a directive to the CONTRACTOR to do the proposed Extra Work (**Attachment 37**). Any modifications to the proposed Extra Work set forth in the Notice of Proposed Change Order must be reflected in a revised Notice of Proposed Change Order submitted in accordance with the Paragraph 2.94, entitled CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT. Immediately upon receipt of the Extra Work Directive, the CONTRACTOR shall be obligated to proceed with the Work set forth in that directive.

B. Except as provided below, the CONTRACTOR shall be entitled to initiate a dispute pursuant to the Paragraph 2.89 entitle DISPUTES by furnishing a written statement to the Project Manager within five (5) days of the Extra Work Directive, based upon any aspect, of such Extra Work which the CONTRACTOR disputes. Such dispute must relate to specific matters raised or specific matters reserved by the CONTRACTOR in its proposal and have not been resolved prior to the issuance of the Extra Work Directive. The written statement must set forth all details of the CONTRACTOR'S claim including the manner that the disputed item was specified in the Contractor's proposal. During the pendency of any dispute hereunder, the CONTRACTOR must proceed with Work as set forth in the Extra Work Directive unless otherwise advised by the Project Manager's written instructions. In the event there is a dispute as to price, the CONTRACTOR will be paid in accordance with the following paragraph. This payment(s) will be in full satisfaction of he CONTRACTOR'S claim for an adjustment to the value of the RPQ.

C. Compensation for Extra Work in the event of the parties' inability to agree upon a mutually satisfactory price shall be as follows:

1. No payment will be made to the CONTRACTOR for Extra Work in excess of "Actual and Necessary Cost" which is to say time and materials plus a mark-up not to exceed 10%. This will not vary, whether the Extra Work is performed by the CONTRACTOR or his subcontractor. Any exceptions must be approved by the Project Manager.

D. "Actual and Necessary Net Cost" shall be deemed to include the actual and necessary cost of the Extra Work for (i) labor, which includes wages, payroll deductions, if any, made by the CONTRACTOR as employer pursuant to bona fide collective bargaining labor agreements applicable to the Work; (ii) contributions to the State Unemployment Insurance Law, (iii) excise taxes pursuant to Federal Social Security Act; (iv) any

increases in public liability and property damage insurance or performance and payment bonds occasioned solely by the Extra Work, (v) the actual and necessary operating expenses (except the expense of supplies and small tools not operated by mechanical or electrical power), power for such plant and a reasonable rental for the same (including small power tools), as determined by the Project Manager; and (vi) any additional materials necessary for the performance of the Extra Work.

E. In case any Work or materials shall be required to be done or furnished under the provisions of this Paragraph, the CONTRACTOR shall at the end of each day furnish to the County such documentation as the County may require to support all the costs of the extra Work. If payments on account are desired as the Extra Work progresses, the CONTRACTOR shall render an itemized statement showing the total amount expended for each class of labor and for each kind of material on account of each item of Work as a condition precedent to the inclusion of such payment in a partial estimate. Upon the request of the County, the CONTRACTOR shall produce for audit by the County, books, vouchers, collective bargaining labor agreements, records or other documents showing the actual cost for labor and materials. Such documents shall not be binding on the County. The Project Manager shall determine any questions or dispute as to the correct cost of such labor or materials or plant.

F. In case the CONTRACTOR is ordered to perform Work under this paragraph, which in the opinion of the Project Manager, it is impracticable to have performed by the CONTRACTOR'S own employees, the CONTRACTOR will, subject to the approval of the Project Manager, be paid the actual cost to CONTRACTOR of such Work, and in addition thereto five (5%) percent to cover the CONTRACTOR'S superintendence, administration and other overhead expenses.

G. Payment of any amount under this paragraph shall be subject to subsequent audit and approval, disapproval, modification or revision by representatives of the County.

2.94 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.

B. The County shall initiate the Extra Work procedure by a notice to CONTRACTOR **(Attachment 37)** outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the CONTRACTOR is required to immediately start the Extra Work. The CONTRACTOR is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.

C. The CONTRACTOR is required to provide the Project Manager with a detailed Change Order Proposal **(Attachment 38)** if an Owner's Representative has been identified), which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The CONTRACTOR is required to provide sufficient data in support

of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the County may require that the CONTRACTOR submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's Change Order Proposal. The CONTRACTOR'S Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the CONTRACTOR fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by CONTRACTOR that the proposed Extra Work will not have any scheduling consequences. The CONTRACTOR agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted or modified by negotiations between the CONTRACTOR and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the CONTRACTOR of the Extra Work order shall serve as a release of the County from all claims and liability to the CONTRACTOR relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

2.95 INSPECTION

A. At all times during the Contract, the Project Manager shall have the right to undertake a thorough inspection of the Work, including materials and their manufacture or preparation, and to draw the attention of the CONTRACTOR to any and all defects in workmanship, materials or other errors or variations from the Contract requirements.

B. The right of inspection herein provided is intended solely for the benefit of the County. Neither the right of inspection nor any failure to draw attention to or point out such defects, errors or variations shall give the CONTRACTOR any right or claim against the County or shall in any way relieve the CONTRACTOR from its obligations under the term of the Contract.

C. If the Project or any part thereof shall be found defective, the CONTRACTOR shall without cost to the County, forthwith remedy such defect in a manner necessary to comply with the Contract.

D. The CONTRACTOR shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Project. The Project Manager and any designated representative shall be admitted at any time, without delay, to any part of the Work Site and shall be permitted to inspect materials at any place or stage of their manufacture, preparation, shipment or delivery.

E. Any inspection hereunder shall not reasonably disrupt the CONTRACTOR'S performance of the Project.

2.96 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections shall include the right to order the CONTRACTOR to uncover or take down portions of finished Work. The Project Manager shall notify the CONTRACTOR in writing concerning all uncovered finished Work **(Attachment 40)**. Should the Work prove to be in accordance with the RPQ, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as Extra Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration shall be at the expense of the CONTRACTOR. Such expenses shall also include repayment to the County for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Work Site.

2.97 CORRECTION OF WORK

The CONTRACTOR shall promptly correct all Work rejected by the Project Manager as defective or as failing to conform to the Contract or RPQ, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all cost of correcting such rejected Work, including the cost of the County's additional services thereby made necessary.

The CONTRACTOR further agrees that after being notified in writing **(Attachment 41)** by the Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work, the CONTRACTOR will commence and prosecute with due diligence all Work necessary to fulfill the terms of the Contract and to complete the Work within a reasonable period of time, as determined by the Project Manager, and in the event of failure to so comply, the CONTRACTOR does hereby authorize the County to proceed to have such Work done at the CONTRACTOR'S expense and that the CONTRACTOR will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the CONTRACTOR'S refusal to pay the above costs. Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of personnel, property, or licensees, the County may undertake, at the CONTRACTOR'S expense, without prior notice, all Work necessary to correct such hazardous condition when it was caused by Work of the CONTRACTOR not being in accordance with the requirements of the Contract.

If, within one (1) year after the date of final completion of the Project or within such longer period of time as may be prescribed by law, by the RPQ, or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract or RPQ, the CONTRACTOR shall correct it promptly after receipt of a written notice from the County to do so. The County shall give such notice promptly after discovery of the condition.

All such defective or non-conforming Work shall be removed from the site if necessary and the Work shall be corrected to comply with the Contract or the RPQ without cost to the County.

2.98 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

The County, in its sole discretion may elect to accept in writing **(Attachment 42)** defective or non-conforming Work instead of requiring its removal and correction. In such instances, a

Change Order will be issued to reflect an appropriate reduction in the RPQ sum, or, if the amount is determined after final payment, any difference in the amount shall be paid to the County by the CONTRACTOR.

2.99 TESTS

All tests required to be performed by the CONTRACTOR, shall be made at the expense of the CONTRACTOR.

2.100 CHOICE OF LAW, VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the venue for any and all claims arising from the Contract shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

2.101 SEVERABILITY

If the Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

2.102 CONTRACT CONTAINS ALL TERMS

The Contract and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

2.103 SURVIVAL

The parties acknowledge that any of the obligations in the Contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the CONTRACTOR and the County under the Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration thereof.

2.104 CONTRACTOR'S SUPERVISION

A. Prosecution of Work: The CONTRACTOR shall give the Work the attention and supervision necessary to ensure its progress according to the approved schedule in conformance with all codes and requirements and to a level satisfactory to the Project Manager/Owner's Representative and with other CONTRACTORS at the Work Site.

B. CONTRACTOR'S Superintendent: The CONTRACTOR shall, maintain a superintendent who is competent in the type of Work being performed at the Work Site at all times while Work is in progress to act as the CONTRACTOR'S agent. The CONTRACTOR'S Superintendent shall have full authority to receive instructions from the Project Manager and to execute the orders or directions of the Project Manager. This shall include the prompt supply of all materials, tools, equipment,

labor, and incidentals that are necessary to carry out the Work under the Contract. The CONTRACTOR shall furnish this Superintendent regardless of the amount of Work subcontracted. The Superintendent shall speak, read, write and understand English to a degree satisfactory to the County and with fluency that precludes any possible misunderstanding of plans, specifications or any verbal or written instructions issued by any governing authority relative to the Project.

C. The competency of the Superintendent shall be demonstrated through licensure examination or on-site expertise in installations of similar scope or complexity of the Work being performed. Proof of licensure examination or on-site expertise of the Superintendent must be provided prior to award of the corresponding RPQ, and is subject to the approval of the Project Manager.

D. In the event that the Project Manager determines, through the course of the actual Work progress, that the Superintendent is uncooperative or otherwise fails to perform the Work in a fully satisfactory manner or lacks the knowledge, ability, experience or expertise necessary to execute the Work in an efficient and competent manner in full conformance with all current codes and best industry practices the Project Manager shall notify the CONTRACTOR in writing. The CONTRACTOR shall take immediate action and provide a qualified replacement, acceptable to the Project Manager within five (5) working days.

E. The CONTRACTOR'S failure to replace the Superintendent in the time allotted shall provide cause for the County to, in its sole discretion, suspend Work or take such other steps as it deems necessary or desirable to obtain conformance with these requirements. Any delays caused by such suspension or other appropriate action taken by the County in accordance with this section shall be considered a CONTRACTOR delay.

2.105 RELEASE OF LIENS/SUBCONTRACTORS STATEMENT OF SATISFACTION

A. The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the County upon the receipt of such payment by the CONTRACTOR, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the CONTRACTOR or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

B. The CONTRACTOR shall, beginning with the second request for payment, attach a Partial Release of Lien/Subcontractor's Statement of Satisfaction **(Attachment 43)** for each payment application. Failure to submit such documentation may delay payments. The County may, in its sole discretion withhold payments for Work performed by subcontractor where no release of lien has been submitted. The CONTRACTOR shall submit with the final payment request, for any Project where subcontractor have performed Work, a Final Release of Lien/Subcontractor's Statement of Satisfaction **(Attachment 43)** for each SUBCONTRACTOR marked as a final. Failure to submit such documentation may result in delay in payment or the County withholding from the final payment such funds as necessary to satisfy any subcontractor claims.

C. Where the CONTRACTOR has submitted a Performance and Payment Bond the CONTRACTOR may, in lieu of the Release of Lien/Subcontractor's Statement of Satisfaction, submit Consent of Surety to Requisition Payment **(Attachment 44).**

2.106 SCHEDULE OF VALUES

A. The CONTRACTOR must submit a Schedule of Values on all awards made under an RPQ where the value of the award exceeds $100,000. The Schedule of Values must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The County may require the CONTRACTOR to submit a Schedule of Values on projects less than $100,000, when deemed in the best interest of the County.

B. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project and shall include such items as building permit, mobilization, insurance, contract administration, supervision, etc. The Project Manager may require further breakdown after review of the CONTRACTOR'S submittal. The County reserves the right to require such information from the CONTRACTOR as may be necessary to determine the accuracy of the Schedule of Values.

2.107 PRE-AWARD QUALIFICATION

The County may require, demonstration of competency and at its sole discretion conduct site visits, require the CONTRACTOR to furnish documentation and/or require the CONTRACTOR to attend a meeting to determine the CONTRACTOR'S qualifications and ability to perform Work under a Project, prior to the award of such Project. The County at its sole discretion may determine that an award not be made based on, but not limited to such factors as financial capability, labor force, equipment, experience, knowledge of the Work to be performed and the quantity of Work being performed by the CONTRACTOR.

2.108 INTENTIONALLY OMITTED

2.109 OWNER'S REPRESENTATIVE CONSULTANT

A. The County, at its sole discretion may hire a consultant (Consultant or Owner's Representative) who shall serve as the Owner's Representative for the Project to be performed under an RPQ. The RPQ will state that an Owner's Representative has been contracted with for the management of the Work under the RPQ. Where a Consultant has been identified, the Consultant and the Project Manager will have authority to act on behalf of the County to the extent provided in the Contract and as outlined in Paragraph 2.76, AUTHORITY OF THE PROJECT MANAGER, unless otherwise modified in writing. All instructions to the CONTRACTOR shall be issued through the Consultant. This does not exclude the Owner from issuing directives to the CONTRACTOR, when necessary.

B. On the basis of the on-site observations, the Consultant will keep the Project Manager informed of the progress of the Work. In the capacity of interpreter, the Consultant

will exercise the best efforts to insure faithful performance by both the Project Manager and the CONTRACTOR and will not show partiality to either.

C. The Project Manager will assist the Consultant in conducting inspections to determine the date or dates of Substantial Completion and Final Acceptance and will receive and review written warranties and related documents required by the Contract and the RPQ. The Consultant will be responsible for receiving all documentation for review and acceptance. Upon acceptance such documentation will be forwarded to the Project Manager. The Project Manager will approve Schedules of Values, Progress Schedules, subcontractors and invoices.

D. The duties, responsibilities and limitations of authority of the Consultant and the Project Manager during construction as set forth in the Contract will not be modified nor extended without written consent of the CONTRACTOR, the Consultant and the Project Manager.

E. In case of the termination of employment of the Consultant, the County may, at its sole discretion, appoint another Consultant, whose status under the Contract Documents shall be as that of the former Consultant.

2.110 REQUESTS FOR INFORMATION (RFI)–POST AWARD OF RPQ

The CONTRACTOR shall submit a Request for Information (RFI) **(Attachment 20)** where the CONTRACTOR believes that the specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested. The County shall respond in writing utilizing **Attachment 21**.

2.111 FIELD DIRECTIVES

The Project Manager and/or the Owner's Representative may at times issue field directives to the CONTRACTOR based on visits to the Project Site. Such Field Directives shall be issued in writing **(ATTACHMENT 45)** and the CONTRACTOR shall be required to comply with the directive. Where the CONTRACTOR believes that the directive is outside the scope of the Work, the CONTRACTOR shall, within 48 hours, notify the Project Manager that the Work is outside the scope of the Work. At that time the Field Directive may be rescinded or the CONTRACTOR may be required to submit a request for a change to an RPQ. Where the CONTRACTOR is notified of the County's position that the Work is within the scope and the CONTRACTOR disagrees, the CONTRACTOR shall notify the Project Manager that the CONTRACTOR reserves the right to make a claim for the time of monies based on the Field Directive. At no time shall the CONTRACTOR refuse to comply with the directive. Failure to comply with the directive may result in a determination that the CONTRACTOR is in default of the Contract.

2.112 CONTRACT TYPE ASSISTANCE FURNISHED PERSONNEL

A. Where the CONTRACTOR is required to provide their employee(s) to Work along with County personnel, such personnel shall be identified as "Contractor Type Assistance Personnel (CTA)". Where the CONTRACTOR furnishes "Contractor Type Assistance

Personnel" they shall be required to possess personal tools expected of an individual performing Work in the appropriate trade classifications(s).

B. Where "Contractor Type Assistance Personnel" furnished to the County are furnished without the appropriate tools or the County determines they are not capable of performing Work to the satisfaction of the County, the County at its sole discretion may turn away such "Contractor Type Assistance Personnel" and request the CONTRACTOR to furnish other "Contractor Type Assistance Personnel" or the County may utilize another CONTRACTOR.

D. All personnel furnished by the CONTRACTOR shall be employees of the CONTRACTOR, who shall be responsible for deducting all applicable taxes, and payment of all workman's compensation and unemployment insurance.

2.113 PERFORMANCE REPORTS

Pursuant to Miami-Dade County's Administrative Order 3-33, upon completion of the Work or at any time during the performance of the Work a performance evaluation report will be completed by the Project Manager(s) charged with the oversight of the Work. The evaluation reports will be submitted for the Contractor to the Miami-Dade County Department of Procurement Management, located at 111 NW First Street, Suite 1375, Miami, Florida 33128. A copy of each performance evaluation shall also be forwarded to the Contractor.

Performance evaluations will assist in identifying and recognizing Contractors who demonstrate superior performance as well as those with unsatisfactory performance. The evaluation process will also facilitate communication between County staff, provide accurate information which may be used in the making of future Contractor selection decisions, identify the strengths and weaknesses and improve overall Contractor performance. The performance evaluations will be kept in Miami-Dade County files for evaluation on future solicitations.

2.114 ATTACHMENTS

The County has included in the Contract, as attachments, forms which are to be utilized by the Contractors and/or the County. Failure by the Contractor to utilize these forms may result in the rejection or delay in processing the submittal. The County through the CICC Director of Contracts and Standards, may at its sole discretion and at any time, add, replace or modify the forms used under the Contract.

2.115 SECURITY

A) The Contractor acknowledges and accepts full responsibility for compliance with all Miami-Dade County security regulation pertaining to access to buildings and other specific areas which may be designated as secure areas. Furthermore, the Contractor acknowledges that certain tasks may require background screening of principles and employees including fingerprint based criminal background investigation.

B) For projects assigned which involve access to Miami-Dade Aviation Department (MDAD) Facilities the following security instructions apply:

1) Contractor acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Federal Aviation Administration (FAA) and MDAD as set forth from time to time relating to Contractor's work at the Airport. Contractor fully understands and acknowledges that any security measures deemed necessary by the Contractor for the protection of jobsite, or equipment and property and access to the Airfield Operation Area (AOA) through the jobsite shall be the sole responsibility of the Contractor and shall involve no additional cost to MDAD. All such security measures by the Contractor shall be in accordance with FAR 107 and the Miami International Airport (MIA) security plan.

2) MDAD authorized identification badges will be issued to all Contractor employees working in the security identification display area (SIDA) or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint based criminal background investigation. Unless otherwise specified, identification badges will not be required or issued by MDAD for work performed at the General Aviation Airports (GAA).

3) The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees whom the Contractor requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Contractor or upon final acceptance of the work or termination of this Agreement. Contractor will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

4) All employees of the Contractor and its subcontractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. The MDAD Security and Safety Division shall provide the identification badges to the Contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by the MDAD at the time of application for the identification badge before an identification badge is issued. At the present time, MDAD Security and Safety Identification Section regularly provides SIDA Training.

5) Ramp permits will be issued to the Contractor authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the subcontractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Contractor owned vehicles or to Contractor leased vehicles (leased from a commercial leasing company). AOA decals, passes or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

6) Before the Contractor shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

7) The Contractor agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Contractor or subcontractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and FAA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

   The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and FAA access control policies and procedures.

8) The Contractor understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

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

10) Notwithstanding the specific provisions of this Article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirement of MDAD or FAA.

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

12) Contractor agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Contractor agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the FAA upon the Contractor's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Contractor shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

13) AOA Security at GAAs: The Contractor and its subcontractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Contractor is performing work at a GAA.

14) In the event the Contractor is assigned a project within the Customs area and the Contractor is required to obtain an Airport Customs security bond, the Department shall reimburse the Contractor the cost of the premium for such bond, as substantiated by the invoice.

2.116 CONTRACT AMENDMENTS AND MODIFICATIONS

This Contract will be subject to update through contract amendments and modifications to remain current with all applicable governing law and County Policy and Procedures. Amendments and modifications shall be issued in writing to the Contractor's designated responsible person as submitted in the Request to Participate.

Section 3.0
QUALIFICATION REQUIREMENTS

3.1 SCOPE

Each Contractor, at time of bid submission, and at all times during the Contract, must meet the requirements stated below. The Contractor shall submit all documentation substantiating that they meet these qualifications at the time of submitting the Request To Participate. The County in its sole discretion may allow Contractors to submit missing data or request clarification during the evaluation process. Failure to submit such additional information, within the time frame established by the County may result in the rejection of a Contractors submission for qualification. Failure to continue to meet the minimum requirements during the Contract term may result in the termination of the CONTRACTOR'S contract with the County.

3.2 WORK

The trades covered under this contract include, but are not limited to the following:

Construction Trades Qualifying Board
(As administered by the Miami-Dade County Building Code Compliance Office)
List of Certification Categories

Electrical

*Journeyman Electrician
*Journeyman Burglar Alarm
*Journeyman Fire Alarm
*Journeyman Sign Electrician

*Master Electrician
*Master Burglar Alarm
*Master Electric Utility
*Master Fire Alarm
*Master Low Voltage
*Master Sign Electrician

Plumbing

*Journeyman Plumber
*Journeyman Gas Fitter

*Master Plumber
*Master Gas Fitter
*Master Lawn Sprinkler
*Master Swimming Pool Maintenance (Limited or Unlimited)
*Master Swimming Pool Piping
Portable Chemical Toilets

Mechanical

*Journeyman Air Conditioning
*Journeyman Fire Sprinkler
*Journeyman Gasoline & Tank & Pump
*Journeyman General Mechanical
*Journeyman Heating
*Journeyman Insulation
*Journeyman Pneumatic Control Piping
*Journeyman Pressure & Process Piping
*Journeyman Refrigeration
*Journeyman Room Air Conditioning
*Journeyman Sheet Metal
*Journeyman Steam Generator Boilers & Piping
*Journeyman Warm Air Heating

*Master Air Conditioning Limited
*Master Air Conditioning Unlimited
*Master Ammonia Refrigeration
*Master Elevator Maintenance & Service
*Master Gasoline Tank & Pump
*Master General Mechanical
*Master Heating
*Master Insulation
*Master Pneumatic Control Piping
Master Pneumatic Tube Conveyor Sys.
*Master Refrigeration & Air Conditioning
*Master Pressure & Process Piping
*Master Refrigeration Limited
*Master Refrigeration Unlimited
*Master Room Air Conditioning
*Master Sheet Metal
*Master Steam Generator Boiler & Piping
*Master Transporting Assembly Install
*Master Transporting Assembly Maint. & Service
*Master Warm Air Heating
Room Air Conditioning Installation Only

Liquefied Petroleum
*Liquefied Petroleum Gas Installer

Building
*General Building Contractor
*Sub-General Building Contractor
*Sub-Building Contractor

Building Specialties

Canvas Awning	*Lathing & Plastering	*Roof Deck
Caulking	Masonry & Decorative Fence	*Screen Enclosure
*Communication Tower	*Metal Awning & Storm Shutter	Sheet Metal Gutter & Downspout
Concrete Finishing	*Metal Decking & Siding	Shower & Tub Enclosure
*Concrete Forming & Placing	Metal Partition	*Sign (Non-electric)
*Concrete Slab Sawing & Core	*Miscellaneous Metals	
*Demolition	Ornamental Iron	Store Fixtures & Cabinets
Door	Painting	*Structural Steel Erection
*Drywall	Parking Strip Painting	*Swimming Pool
*Fence	*Pneumatic Concreting & Pressure Grouting	
Flagpole/Satellite	*Pres-stressed Pre-cast Concrete Erection	
Flooring	Property Mgt. & Maintenance	Traditional Thatched Hut
Garage & Industrial Door		
*Glass & Glazing	Public Seating	Structure
Gypsum Drywall Installer	*Reinforcing Steel Placing	*Unit Masonry, Marble &
Exterior veneer	Gypsum Drywall Finish	Roof Cleaning & Painting
*Waterproofing	Insulation & Acoustical Tile	

Maintenance

*Building Maintenance	*Mechanical Maintenance
*Maintenance Electrician	*Plumbing Maintenance

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

As administered by the Miami-Dade County Public Works Department: List of Certification Categories

01 - General Engineering
02 – Plant Construction
03 – Pipe Lines
04 – Structural
05 – Sea Walls & Small Docks
06 – Pile Driving & Foundations
07 – Paving
08 – Concrete Work
09 – Excavating & Grading
10 – Land Clearing & Grubbing
11 – Soil Compaction & Tamping
12 – Railroad Construction
13 – Underground Electrical & Communication Conduits
14 – Fuel Transmission & Distribution Lines
16 – Asphalt Sealing (not roadway pavement)
17 – Direct Cable Burial (CATV)

3.3 MINIMUM QUALIFICATION REQUIREMENTS

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

b. State of Florida, General Building or Engineering license registered with Miami-Dade County, General Building or General Engineering Contractor license, or Specialty Trade license.

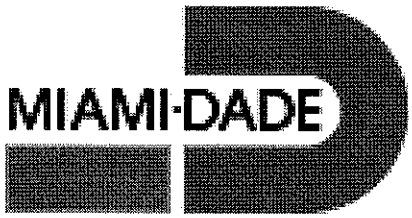
c. Phone number for twenty-four (24) hour, seven days a week facsimile communication.

d. An individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine. Note: Contractor (s) shall be aware of the possible loss of business due to the Contractor being unavailable during normal working hours (Monday thru Friday).

e. Insurance binder exhibiting the minimum requirements as required within Section II. Paragraph 2.11 INSURANCE REQUIREMENTS.
A Contractor's qualification for inclusion in this Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will not be remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall loose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.
The County may, at its sole discretion require additional or supplemental insurance. Such requirements will be stated in any RPQ issued requiring insurance in addition to the requirements stated above.

3.4 REQUEST TO PARTICIPATE ------ CHECK LIST

1. REQUEST TO PARTICIPATE FORM
   - Dated
   - Signed
   - Correct contact number
   - Correct CSBE category and number
   - Correct License Number(s) – Expiration Date(s)
   - Correct CSBE level
   - Bond Capacity (if any / none)
2. COPIES OF ALL CLAIMED LICENSES
3. COPY OF GENERAL LIABILITY INSURANCE BINDER(S) / CERTIFICATE(S)
4. EXECUTIVE FIRM'S RESPONSIBILITY AFFIDAVIT



MIAMI-DADE COUNTY, FLORIDA

CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

CONTRACT DOCUMENTS

FOR

MISCELLENEOUS CONSTRUCTION CONTRACT

CONTRACT NUMBER CICC – 7040 – 0/ 07

SEPTEMBER 2002

UNAVAILABILITY CERTIFICATE

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CSBE

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Percentage	Amount

_____
Signature

_____
Print Name

_____
Title

I, _____ was offered the above opportunity to bid.
CSBE Firm Name

I was unavailable to perform the above work at the above specified time due to:

_____
_____
_____
_____
_____

I am aware that Miami-Dade County Administrative Orders _____, Part _____ states: "_____".

_____ _____
Signature CSBE Certification Number

_____ _____
Print Name Expiration Date

_____
Title

DBD 303/March 1, 2005

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name)
(Title)
(Name of Company)
(Address)

Subject: **HURRICANE WATCH NOTIFICATION**

Dear (name):

This letter is a formal notification that your Contracted work site(s) is/are located within the area of a Hurricane Watch. You shall immediately make notice to all of your subcontractors of this Hurricane Watch. The County requires you, at this time, to perform a general clean-up of your site(s) and prepare to remove any and all loose materials and equipment from the area. Your worksite office and storage trailers shall be properly anchored to the ground with Dade County approved anchoring systems. All temporary electrical terminations shall be disconnected and removed at the time of a notice of a Hurricane Warning. You may wish to notify your electrical subcontractor that they may have a short notice to perform the disconnect and removal, therefore they may wish to mobilize at this time. All temporary sanitary facilities will be removed at the time of a Hurricane Warning notice. You may wish to notify you sanitary facilities supplier of this requirement at this time.

The Contractor is hereby notified that in accordance with your Contract Documents, any damage which results from the Contractor not performing a proper site preparation will be held responsible for all costs to perform repairs to the damaged property.

Sincerely,

(Project Manager)
(Title)

cc:

Unavailability of a CSBE Due to Competitiveness

Administrative Order 3-22 states "Bidders may establish a CSBE as unavailable if its bid is not reasonably competitive with comparable bids for non-CSBEs for the same scope of work. To establish a CSBE as unavailable if its bid is not considered reasonably competitive, the prime bidder must furnish DBD with copies of all bids received from all firms, both CSBEs and non-CSBEs, for each specific scope of work for which they are claiming that the bid is not reasonably competitive. A CSBE's bid will be considered reasonably competitive if its bid, for the same scope of work, is within 25% of the bid of comparably sized non-CSBE firms. DBD Form 305A must be filled out and submitted by the Prime Contractor at the time of bid submission. Any omissions on the form should be cured within 48 hours of notification.

I, _____, Title _____ of _____, certify that on _____, 20 ____, I contacted the following firms to obtain a bid for the following scope(s) of work:

_____

_____

Name of Firm	**CSBE (Y/N)**	**Bid for above Scope of Work**	**Annual Gross Revenues ($)**	**Number of Employees**

Have each of the non-CSBE firm(s) identified on this form fill out DBD Form 305B and submit the Form 305B to the Contracting Officer by 4:00 p.m. on the second business day following bid submission due date. If more than 5 firms were contacted, please complete additional copies of this form and submit them with your bid.

Signature: _____ Print Name: _____ Date: _____

THIS FORM MUST BE COMPLETED

SCHEDULE OF INTENT AFFIDAVIT

COMMUNITY SMALL BUSINESS ENTEPRISE PROGRAM

Name of Prime Contractor Firm _____ **Contact Person** _____

Address _____ **Phone** _____ **Fax** _____

Project Name _____ **Project Number** _____

CSBE Contract Measure _____

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
			Prime Contractor Total Percentage:	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid
		Subcontractor Total Percentage:		

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature	Prime Print Name	Prime Print Title	Date

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

MONTHLY CSBE UTILIZATION REPORT

☐ FINAL

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by MDC.

REPORTING PERIOD
TO : _____
FROM: _____

		X	%	CSBE PROJECT MEASURES
PROJECT NAME:				TRADE SET-ASIDE
PROJECT NUMBER				GOALS
PROJECT LOCATION:				SET-ASIDE
				SIC CODE

PRIME CONTRACTOR		CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE
NAME:						
ADDRESS:						
PHONE:						

AMOUNT OF REQUISITION THIS PERIOD $ _____

PROJECTED START DATE _____

TOTAL AMOUNT REQUISITIONED TO DAT $ _____

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) OPPORTUNITIES

NAME OF CSBE	TIER 2, 3, 4	DESCRIPTION OF WORK	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT REQUISITION THIS PERIOD	CONTRACT PERIOD STARTING DATE	ENDING DATE
	TOTAL						

Executed by:

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Date Phone

Sworn before me:

This _____ Day of _____ 19 _____

_____
Notary Public

M-300

Index for 7040 Contract Forms

Attachment	Title
1	Assessment of Liquidated Damages
2	Payment Request/ Invoice
3	Project Payment Certificate
4	Materials Purchased and Stored Off Project Site
5	Request for Price Quotation (RPQ) Notification
5A	Request for Price Quotation (RPQ) Appendix 5A
6	Request for Price Quotation (RPQ) Notification (to CONTRACTORS)
7	Supplier Listing
8	Request for Clarification of an RPQ
9	RPQ Addendum
10	Subcontracting of Work Request
11	Subcontracting of Work Review
12	Recommendation for Award
13	Authorization to Occupy Site
14	Notice To Proceed
15	Substantial Completion Inspection
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19	Project Close-Out
20	Request for Information
21	Request for Information Response
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27	Differing Site Conditions
28	Notice of Preliminary Occupancy
29	Request for extension of Time
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31	Termination for Convenience
32	Notice of Payment Reduction
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34	Notice of Default
35	Termination for Default
36	Notice of Dispute
37	Directive to Proceed
38	Notice of Proposed Change to RPQ/Purchase Order
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40	Notice of Uncovered Finished Work
41	Notice to Correct Construction Deficiencies
42	Acceptance of Non-Conformance Work
43	Certification of the Contractor
43A	Affidavit and Partial Release
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44	Consent of Surety for Payments
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46	Hurricane Watch Notification
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48	Contractor Evaluation
49	Contract Status
DBD 303	Unavailability Certification
DBD 305A	Unavailability of CSBE Due to Competitiveness
DBD 400	Schedule of Intent Affidavit CSBE Program
DBD M-300	Monthly CSBE Utilization Report
Attachment A	U. S. Department of Housing & Urban Region IV Prevailing Wage (Section 12 of the Housing Act of 1937)

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name of Individual)
(Title)
(Address)
(Address)

Subject: Assessment of Liquidated Damages
Project No.

Dear Mr.:

In accordance with Article (insert Article No.) and the RPQ, effective (date) your company will be assessed the amount of (enter amount) for each (state calendar or working) day the project is delayed beyond the stipulated date of completion, (enter date).

Should your company disagree with the assessment of the liquidated damages or believe there are justifiable delays, which would impact the assessment of liquidated damages, you must submit documentation detailing your position.

The County, at its sole discretion, may deduct such assessments from any outstanding progress payments or prior to final payment.

Sincerely,

(Name)
(Title)

cc: CICC

Name of Company
Address
City/State/Zip Code
Telephone/Fax Nos.
E-Mail Address

Payment Requisition/Invoice No.: _____

Name of County Department
Address
City/State/Zip Code

Date

Attn: (name of Project Manager)

Project Number:

Project Title:

Project Location:

Type of Payment: ☐ Mobilization ☐ Progress ☐ Retainage ☐ Final

Work Performed:

(a description of the work performed must be included)

Total Value of Contract: $_____

Payments Made to Date $_____

Payment this Requisition: $_____

Balance Remaining in Contract: $_____

The undersigned certifies that the work performed under this requisition has been completed in accordance with the RPQ and contract requirements.

Name: _____ Title: _____

Signature: _____ Date: _____

PROJECT PAYMENT CERTIFICATE

REQUISITION DATE: REQUISITION NO: 0
PROJECT NAME: PROJECT NO:
LOCATION/ADDRESS: CONTRACT NO:

CONTRACTOR NAME: TELEPHONE:
CONTRACTOR ADDRESS: VENDOR ID NO.

MANAGING AGENCY: USING AGENCY:

CAPITAL PROJECT PAYMENT CERTIFICATE SUMMARY — For work performed from: 5-Oct-97 to: 0-Jan-00

	contract amount	%	complete to date	previous requisitions	this requisition	balance to finish
TOTAL ORIGINAL CONTRACT	$0.00	0.0	#REF!	#REF!	#REF!	#REF!
Additive Change Orders:	$0.00	0.0	$0.00	$0.00	$0.00	$0.00
Deductive Change Orders:	$0.00	0.0	$0.00	$0.00	$0.00	$0.00
ADJUSTED TOTAL CONTRACT TO DATE	$0.00	0.0	#REF!	#REF!	#REF!	#REF!

LIQUIDATED DAMAGES ASSESSMENT	(Pre-Substantial)	(Pre-Final)
Contract (Effective) Award Date:	10/07/97	
Contract Lead Time:	0 days	
Commencement Date (NTP):	10/07/97	10/07/97
Original Contract/Punch List Time:	0 days	90 days
Total Time Extensions:	0 days	
Contract Completion Date:	10/06/97	01/04/98
Starting On Date:	10/07/97	01/05/98
Through Date:	01/00/00	01/00/00
Total Days Assessed:	0	0
Damages Rate:	$200.00	$100.00
Total Damages Assessed:	$0.00	$0.00

Total in Place to Date:		
Less Retained:	10.00%	
Total Amount Due to Date:		
Less Previous Payments:		$0.00
Amount due this Requisition:		
Less Liquidated Damages:		$0.00

Requested by Contractor:

Sign. _____ Date: _____
By: , Project Manager
G/C: Contractor

Recommeded by Consultant:

Sign. _____ Date: _____
By: , Project Manager
A/E: Consultant

Recommeded by Project Manager/Coordinator:

Sign. _____ Date: _____
For: (name), Project Manager

Authorized For Payment

Sign. _____ Date: _____
By: (name), (title)

Finance Dept.Accounts Payable:

By: _____ Paid Check: _____ Date: _____

ATTACHMENTS:
- Original Contract Summary
- Additive Change Order Summary
- Deductive Change Order Summary
- Contingency Allowance Summary
- _____ Subcontractor Statements of Satisfaction
- _____ Final Release Of Claim
- _____ DBED Monthly Utilization Report
- _____ Certified Payroll
- Other _____

PAYMENT DUE THIS REQUISITION:

Funding Source: _____
Funding Code: _____
Wage Rates: _____

User Code: _____
DSR No.: _____

PREVIOUS PAYMENT SUMMARY

Requisition No.	Requisition Date	Amount Paid
1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
11		$0.00
12		$0.00
13		$0.00
14		$0.00
15		$0.00
	TOTAL PAYMENTS:	$0.00

ORIGINAL CONTRACT SUMMARY | REQUISITION NO: 0 | For work performed 5-Oct-97 to 0-Jan-00

item no.	item of work	contract amount	%	complete to date	previous requisitions	this requisition	balance to finish
1		$0.00	100.0	$0.00	$0.00	$0.00	$0.00
2		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0.0	#REF!	#REF!	#REF!	#REF!
7		$0.00	0.0	#REF!	#REF!	#REF!	#REF!
8		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
TOTAL ORIGINAL CONTRACT		$0.00	0.0	#REF!	#REF!	#REF!	#REF!

ADDITIVE CHANGE ORDER SUMMARY | REQUISITION NO: 0 | For work performed 5-Oct-97 to 0-Jan-00

no.	description	authorized amount	%	complete to date	previous requisitions	this requisition	balance to finish
1							
2		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0.0	$0.00	$0.00	$0.00	$0.00
TOTAL ADDITIVE CHANGE ORDERS		$0.00	0.0	$0.00	$0.00	$0.00	$0.00

DEDUCTIVE CHANGE ORDER SUMMARY | REQUISITION NO: 0 | For work performed 5-Oct-97 to 0-Jan-00

no.	description	authorized amount	%	complete to date	previous requisitions	this requisition	balance to finish
1		$0.00	0.0	$0.00		$0.00	$0.00
2		$0.00	0.0	$0.00		$0.00	$0.00
3		$0.00	0.0	$0.00		$0.00	$0.00
4		$0.00	0.0	$0.00		$0.00	$0.00
5		$0.00	0.0	$0.00		$0.00	$0.00
TOTAL DEDUCTIVE CHANGE ORDERS		$0.00	0.0	$0.00	$0.00	$0.00	$0.00

Attachment 18

MATERIALS PURCHASED AND STORED OFF PROJECT SITE

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Material Information

This document is submitted in accordance with contract (contract number) and accompanies payment request/invoice number (number) for the purposes of payment of materials purchase exclusively for use on the above reference project.

The undersigned stipulates that the following described material(s) has/have been purchased/fabricated for the exclusive use in this Project:

(describe all materials purchased or fabricated)

The material is separated from other like material and is physically identified as County Property for use only on the above named project. The material is stored at (name and address of storage facility) and the County may enter upon the premises for inspection, checking, or auditing, or for any other purpose the County deems necessary. It is expressly understood and agreed that this information for the purpose of payment for the above materials before they are delivered to, or incorporated into, the project described above.

It is further understood that payment made on account of said materials not incorporated in the Work does not relieve the Contractor from the responsibility for proper insurance coverage and transportation to the site, or for replacing said materials that may be subsequently damaged, lost, or rejected for non-compliance with the contract prior to or during installation, or prior to final acceptance by the County.

Contractor Information

Name of Contractor: Date:

Signature: Title:

cc:

Date Received: Received By:

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Miami - Dade County
(Name of Department)
(Address of Department)
Miami, Florida (Zip Code)

Contract No: CICC-7040-0/07 **RPQ No.:**
File Name: (see request to CICC for instructions)

This RPQ is issued under the terms and conditions of the Contract No. CICC-7040-0/07. Bids will only be accepted from pre-qualified under this contract.

Date Issued: **Date Due:** **Time Due:** **Submit Bid Via:**

Project Number: **Project Name:** **Project Location:**

Project Manager: **Phone Number:** **Fax No.:**

A/E Consultant: **Contact Person:** **Telephone No.:**

Site Meeting: **Date:** **Time:** **Location:** **Mandatory:**

PreBid Meeting: **Date:** **Time:** **Location:** **Mandatory:**

Type of Contract: **Method of Award:** **Estimated Value:**

Performance/Payment Bond Required: **within** ▒ **days**

Bid Bond Required: **at time of bid (bid bonds are required when pay. / perf. Bond is required)**

Prevailing Wage Rates Requirements:

Trade(s): **DBD Subcontract Forms:**

Anticipated Start Date: **No. of Calendar Days for Project Completion:**

Liquidated Damages: **Method Of Payment:**

Scope of Work: **(Contractor must obtain and submit all permits prior to performing any work.)**

Design Drawings Included: **Shop Drawings Included:** **Specifications:**

Project Qualifier:
(Before Departments submit RPQ's to CICC for processing projects under the MCC, the "Department Qualifier" shall review the project in its entirety to determine if the project is complete and the scope of work adequately defined. The "Department Qualifier" shall then certify by applying their name to the RPQ page.
Comments:

Department:

Address:

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR QUOTATION (RPQ)

Contract No. CICC 7040-0/07

RPQ No. _____

RPQ Project Name:

_____

Price Proposal (Cost to perform the work **must** be stated here. State No Bid if not submitting a price proposal)

Bidder's Company Name: _____

Company Address: _____ City: _____ State/Zip Code ____/_____

Telephone No.:_____ Fax No.: _____ E-Mail: _____

Name of Person Submitting Quote (Print): _____

Signature: _____ Date: _____

Note: Quotes must be submitted on this form to (address). Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents; user Department will forward all Insurance Certificates to CICC for review.* By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC Miscellaneous Construction Contract 7040-0/07.

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

REQUEST FOR PRICE QUOTATION (RPQ) NOTIFICATION

An RPQ has been issued for the work identified below, if you are interested in obtaining a bid package please call {insert phone #}. You can also obtain the bid package at {insert address}, Miami, Florida {insert zip}.

This RPQ is issued under the terms and conditions of Contract No. (insert contract number). Bids will only be accepted from contractors pre-qualified under this contract.

RPQ No.:

Project No:

Project Title:

Scope of Work:

Location of the Work:

Site Visit Time, Date and Location:

Bid Due Date and Time:

Performance/Payment Bond Required:

SUPPLIER LISTING

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Surety Authorized Agent's Name)
(Surety Authorized Agent's Title)

Project Information

Project Number: Project Name:

Project Address/Location:

Listing of Suppliers

The following is a list of Suppliers to be utilized in the performance of the Work under this Project:

Name and Address of Suppliers	Supplies/Materials/Services to be Performed By Subcontractor	Principal Owner and Telephone No.

Attach additional sheets as necessary

Contractor Information

Name of Contractor: Date:

Signature: Title:

cc:

Date Received: _____ Received By: _____

Type Name: _____

REQUEST FOR CLARIFICATION OF AN RPQ

RPQ No.

TO: (County Project Manager's Name)
(County Project Manager Title)

FROM: (Name of Individual Submitting Request)
(Title of Individual Submitting Request)

Project Information

Project Number:

Project Name:

Project Address/Location:

Clarification Requested:

(Provide details concerning the information, clarifications or changes requested)

Company Information:

Name of Company:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

RPQ ADDENDUM

Addendum No.: Date:

Project No.: Project Title:

RPQ No.: RPQ Due Date:

Project Location: Project Manager:

Description:

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ response being rejected as non-responsive.

Name of Contractor: _____

Name of Individual Authorized to Sign: _____

Title: _____

Signature: _____

SUBCONTRACTING OF WORK REQUEST

(to be submitted with DBD form 400)

TO: (County Project Manager's Name)
(County Project Manager's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Subcontract Information

We are requesting the ☐ addition ☐ substitution of the following subcontractor(s);

Name of Existing Subcontractor	Name of New Subcontractor	Trade	Scope of Work

The above reference subcontractor(s) to be utilized on this project ☐ is ☐ is not a CSBE firm. This request ☐ has ☐ has not been submitted for review by the Department of Business Development. The proposed subcontractor is not ☐ currently under investigation by the County ☐ is not ☐ suspended, ☐ defaulted or ☐ debarred by the County.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

SUBCONTRACTING OF WORK REVIEW

TO: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

FROM: (County Project Manager's Name)
(County Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Subcontract Information

We have reviewed your subcontracting request dated (insert date) and have determined that the addition and or substitution ☐ is ☐ is not acceptable.

The Contractor maintains sole responsibility and liability for the performance of the work by the subcontractors. Acceptance by the County does not constitute and determination as to the ability of the company to perform the work. Where a Specialty Trade Contractor has been awarded a Project, the primary trade cannot be subcontracted.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

MIAMI-DADE COUNTY, FLORIDA **(name & address of department)**

Date

Name
Title
Name of Company
Address
City/State/Zip Code

Re: Authorization to Occupy Site (RPQ/Quote No.)

Dear (Name):

This letter will serve as your notification that you are authorized to occupy the site as of (date). The Project Manager must be notified forty-eight hours prior to the actual date you occupy the site. This notification is to ensure that any necessary arrangements have been made at the site.

This letter will also serve as a reminder that all work must be performed according to the scope of work, with all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Should you have any questions please contact (name) at (phone no.).

Sincerely,

Name
Title

File

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

Date

Name
Title
Name of Company
Address
City/State/Zip Code

Re: Notice to Proceed (Project and RPQ Nos.)

Dear (Name):

This letter will serve as your notification that you are to proceed with the work and that all work must be completed by **{insert scheduled completion date}** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **{insert number of days}** consecutive calendar days which results in a scheduled completion date of **{insert week day, month, day, year}**.

This letter will also serve as a reminder that all work must be performed in accordance with the contract documents and in accordance with all applicable Federal, State and local laws, codes and regulations. You will be notified of a date, time and location of the forthcoming preconstruction meeting. In accordance with contract procedure, the Miami-Dade County ADPICS Purchase Order Release Number is {**insert number**}.

Should you have any questions please contact (**name**) at (**phone no.**).

Sincerely,

Name
Title

File

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

SUBSTANTIAL COMPLETION INSPECTION

Date of Inspection: Re-Inspection No.:

Project Information

Project No.: Project Name:

Project Location: Contractor's Name:

Representation

Miami - Dade County _____

User Agency: _____

Contractor: _____

Inspection

Based on the request of the Contractor a substantial completion inspection was conducted, which resulted in the following:

☐ No punch list created. By signing below the County acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as the Notice of Final Acceptance. Project Close Out and final payment is subject to the submittal of all required documentation.

☐ The punch list items as stated on the punch list form are of a nature that will allow beneficial occupancy on the premises and the punch list is issued as a final punch list, subject to re-inspection by the County. By signing below the County acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as a partial acceptance and notification of substantial completion.. Final Acceptance shall be issued subsequent to completion and re-inspection of the punch list items. Project Close Out and final payment is subject to the punch list re-inspection and the submittal of all required documentation.

☐ The punch list items listed are of a nature that precludes beneficial occupancy of the premises. Substantial completion is denied at this time. Items on the punch list must be completed and the Contractor must request another Substantial Completion Inspection,

All punch list items must be completed on or before the mutually agreed upon date of _____.

Contractor

Accepted By:

_____
Name

_____
Signature

Miami - Dade County

Approved By:

_____
Name

_____
Signature

REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Number:

Project Name:

Project Address/Location:

In accordance with Contract CICC-7040-0/07, contract documents, we are requesting a substantial completion inspection. Please contact (name) at (telephone number) so that we can arrange a date and time for this inspection.

Name of Contractor:

Signature:

Title:

Date:

cc:

The determination by the Project Manager or the Owner's Representative is complete or acceptance by the County shall operate as a waiver to bar a claim against the Contractor for defective or non-conforming work pursuant to the contract provisions.

Date Received: _____ Received By: _____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

PUNCH LIST

Date of Substantial Completion Inspection: Date of Punch List Inspection:

Project No.: Project Name:

Project Location: Contractor's Name:

Miami-Dade County Representative: _____

Contractor Representative: _____

The following is a list of items, within the scope of work, that require correction prior to; ☐ a new substantial completion inspection or, ☐ contract closeout and final payment. A detailed description for each item is provided below. Upon completion the County's Project Manager shall inspect the work performed and initial that each item has been completed and accepted.

Description of Item	Project Manager's Acceptance	Date of Acceptance

Punch List developed and agreed to by:

Project Manager: _____ Contractor: _____
(print) (print)

Signature: _____ Signature: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Name)
(Title)
(Name of Contractor)
(Address)
(City, State/Zip Code

Subject: Certificate of Final Acceptance
(Project No. and Title)

Dear (Name):

The undersigned hereby certifies that to the best of our knowledge and belief, based on observations of the work, we have found that the project identified above to be complete and in conformity with the construction requirements including completion of all punch-list items. We, therefore, have established the date of (insert date) as the Final Acceptance of the work.

Final payment and the release of any retainage are subject to the submission of all required project contract close out documentations including the Permit Closure and final payment request. The County shall issue a Notice of Project and/or Contract Close-out Documentation, which will identify all these remaining requirements.

Sincerely,

(Name)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

Subject: Project Close-Out
Project No.

Dear (Name):

By copy of this letter the County is formally closing this Project. This action is based on our determination that all payments have been made and all required documentation has been received.

Please notify this office, within forty-eight hours of the date of this letter if your company does not concur with the closing of this project.

Sincerely,

(Name)
(Title)

cc:

REQUEST FOR INFORMATION

Request for Information No.

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Number:

Project Name:

Project Address/Location:

Reference:

☐ Drawing - Sheet No.:

☐ Specification – Article No.:

☐ Shop Drawing – Sheet No.:

☐ Field Condition

☐ Other:

Information Requested:

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____

Received By: _____

Print Name: _____

REQUEST FOR INFORMATION RESPONSE

Request for Information No.

TO: (Contractor Project Manager's Name)
(Contractor Project Manager's Title)

FROM: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

Project Information:

Project Number:

Project Name:

Project Address/Location:

Name of Contractor:

Reference:

☐ Drawing - Sheet No.:

☐ Specification – Article No.:

☐ Shop Drawing – Sheet No.:

Response:

In accordance with the provisions of the contract, the above response is an interpretation of the Contract Documents and ☐ does not involve any monetary change or additional time ☐ requires the submission of a change order proposal.

Signature:

Title:

Date:

cc:

AS-BUILT/SHOP DRAWINGS/SAMPLE SUBMITTAL

Submittal No.

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Submittal Information

We are submitting the following ☐ As-Built Drawing(s) ☐ Shop Drawing(s) ☐ Samples for review and approval:

Drawing No.	No. of Copies	Description

☐ This drawing/sample is submitted in accordance with the RPQ requirements (identify drawing no. if applicable).

☐ Submitted as a substitution request. Details on the substitution request are included with this submission.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

AS-BUILT/SHOP DRAWINGS/SAMPLE SUBMITTAL RESPONSE

Submittal No.

TO: (Contractor Project Manager's Name)
(Contractor Project Manager's Title)

FROM: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Submittal Information

We have reviewed the following ☐ As-Built Drawing(s) ☐ Shop Drawing(s) ☐ Samples for review and approval and the following is our response:

☐	Approved	☐	Not Approved
☐	Approved as Corrected	☐	Revise and Resubmit

The basis for rejection is based on the following:

(Insert basis for not approving or requiring revisions

The review conducted is solely to check for conformance with the design concept of the project and compliance with the information given in the RPQ. Contractor is responsible for all dimensions, coordination of performance at the job site, for information that pertains solely to the fabrication process, methods of construction and for coordination of the work of and between all trades.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

MIAMI-DADE COUNTY, FLORIDA (name and address of department)

PRE-CONSTRUCTION MEETING

DATE: (FILL IN DATE)

BID NO. CICC 7040-0/07

RPQ NO.: (FILL IN NUMBER)

PROJECT NO.: (FILL IN NUMBER)

Attendees:

Contractor: County

(list names of individual, company name or County department represented)

Issues Discussed:

(identify issues discussed and any agreements or understandings that are reached)

(signature of Project Manager)
(name of Project Manager) Date: (fill in date)

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

RECORD OF PROGRESS MEETING

Project No.
Project Title:

Date of Meeting:
Location of Meeting:

Attendees:

Name	Address	Telephone No.	Fax No.

Meeting Minutes

(include all issues and questions raised as well as their resolution)

Prepared by:

Date:

NOTICE OF ACCIDENT OR INJURY

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Accident/Injury Information

Date of Accident:

Exact Location of Accident:

Detailed Description of Accident:

Injuries ☐ Yes ☐ No

Details and Nature of Injury(ies)

Date and Times of Notifications:

Project Manager	- Date:	Time:
Police:	- Date:	Time:
Fire/Rescue	- Date:	Time:
OSHA	- Date:	Time:

Contractor Information:

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

DIFFERING SITE CONDITIONS

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Site Condition Information

(Provide details on the site conditions that were unforeseen and/or not included in the RPQ. The details must include those specified in the RPQ as compared to those discovered).

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name)
(Address)

Subject: Notice of Preliminary Occupancy
Project No.

Dear (Name):

By copy of this letter the County will begin preliminary occupancy, in accordance with the Contract Documents, effective on (date).

The preliminary occupancy of the Project site shall not be construed as substantial completion or beneficial use under the contract. The County shall be liable for any damages resulting from such preliminary occupancy and it shall be the responsibility of the contractor to notify the project manager, in writing, of any such damages.

Sincerely,

(Name)
(Title)

cc:

REQUEST FOR EXTENSION OF TIME

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Request Information

By copy of this notice we are notifying the Project Manager that we are requesting an extension of time in accordance with Article (Article no.). Included ☐ herein ☐ under separate cover we are submitting documentation supporting our request for an additional (number of days) days.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name of Person)
(Company)
(Address)
(Address)

Subject: Stop Work Order - Project No.

Dear (name):

Effective (date) your company is to stop all work on this project until further notice. Subsequent to further review by the County of this project by the County your company will receive further notification concerning the status of this project.

Please contact (Project Manager's name) concerning any question you may have with regard to this project.

Sincerely,

(Name)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and address of department**

(Date)

(Name of Individual)
(Title)
(Address)
(Address)

Subject: Termination for Convenience
Project No.

Dear Mr.:

In accordance with Article (insert Article No.) of contract (contract no.) your company is to stop all work effective (date), which date shall serves at the date this Project is terminated for convenience. Your company must also take the necessary appropriate actions identified in Paragraph (insert paragraph number) of the Article specified above.

The contractor shall prepare and submit to the Project Manager a proposal for any costs the County may owe under Paragraph (insert paragraph number) and (insert paragraph number) of the Article specified above. The County shall review the proposal and may request any additional information or meetings necessary to make a final determination concerning any costs that may be due your company.

Should you have any questions concerning this notification please contact the Project Manager at (telephone number)?

Sincerely,

(Project Manager's Name)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name of Individual)
(Title)
(Address)
(Address)

Subject: Notice of Payment Reduction
Project No.

Dear (name):

In accordance with Article (insert Article No.) and contract (contract no.) your company is hereby notified that the amount of (dollar amount) has been withheld from payment requisition number (invoice or payment requisition no.).

The basis for the reduction in payment is:

- ☐ Liquidated Damages
- ☐ Damages to County Property
- ☐ Other (Specify)
- ☐ Missing Statements of Satisfaction
- ☐ Cost to Cover Punch List Items

Should you have any questions concerning this notification please contact the Project Manager at (telephone number).

Sincerely,

(Name)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. CICC 7040-0/07, Notice to Cure

Project/Work No. _____

You are hereby notified that you company has failed to perform in accordance with the terms of the contract for the project/work number identified above. Specifically, your company has failed to:

(Detailed description of issues including citations to specific sections of the contract or RPQ.)

Your company must contact this office with **(insert number of days)** to discuss a plan of action. Failure to contact this office or to correct the deficiencies as agreed to may result in the County taking any necessary and appropriate action to ensure completion of the work.

Sincerely,

(Name)
(Title)

cc: CICC

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. CICC 7040-0/07, Notice of Default

Project/Work No. _____

Your company has failed to comply with the letter date (insert date of letter) requiring you to take corrective action. You are hereby notified that you must contact me by no later than **(time and date)** with a plan to correct the outstanding deficiencies. Failure by your company to meet this deadline will result in the County considering you in default of your contract.

Should this occur the County shall notify **(insert bond company name)** of your default status if applicable.

Failure to contact me will result in the taking of any necessary and appropriate action.

Sincerely

(Name)
(Title)

cc: CICC

MIAMI-DADE COUNTY, FLORIDA (Name and Address of Department)

(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. CICC 7040-0/07, Termination for Default

Project/Work No. _____

You are hereby notified that you company has failed to complete the work as required by the RPQ and the contract, despite repeated efforts by this office to remedy the deficiencies.

You are hereby notified to immediately stop work and vacate the site, including the removal of all your company's materials and equipment, as of the date of this letter. The County assumes no liability for your company's failure to remove such materials and equipment.

A non-performance report will also be filed with the Department of Procurement Management (DPM) and CICC concerning the failure to perform the work. Your company may also be liable for any re-procurement charges incurred by the County in having the work completed.

Sincerely,

(Name)
(Title)

cc: CICC

NOTICE OF DISPUTE

TO: (County Project Manager or Architect's Name)
(County Project Manager or Architect's Title)

FROM: (Contractor's Project Manager's Name)
(Contractor's Project Manager's Title)

Project Information

Project Number:

Project Name:

Project Address/Location:

Dispute Information

By copy of this notice we are notifying the Project Manager that we are appealing the decision of the ☐ A/E Firm ☐ Project Manager in accordance with Article (Article no.). Included ☐ herein ☐ under separate cover we are submitting additional documentation supporting our appeal.

We recognize our responsibility to proceed diligently with the performance of the Work and in accordance with the Project Manager or A/E firm's decision.

Contractor Information

Name of Contractor:

Signature:

Title:

Date:

cc:

Date Received: _____ Received By: _____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name of Individual)
(Title)
(Name of Contractor)
(Address)

Dear:

Re: Directive to Proceed – Contract No. Project No.
(title of project)

In accordance with Article (article no.) of the contract, you are hereby directed to proceed with the work of furnishing all labor, equipment and material and other facilities necessary or required to affect the change(s) described herein no later than (completion date).

The changes are as follows: (Provide details as to the work or actions to be performed)

This directive to proceed is done without agreement as to the proposed cost and for proposed Change Order No. (enter change order number). The final cost for this Change Order is subject to final negotiation. Should a final cost not be negotiated, payment will be made at the completion of the work required under this directive, based on actual direct costs and mark-up/profit as stipulated in the above referenced Article of the Contract.

The Contractor shall file a daily report with the Project Manager that shall include all labor and/or materials installed on the job site and rental costs of machinery and equipment that are required for the work under the directive. Labor costs must include the employee's name, social security number, hourly rate, and number of hours worked. Any payments for the work under this directive shall be requisitioned separately from all other requests for payment.

Payment will be made on audited actual direct costs, and the mark-up/profit specified in the contract. Failure to timely submit the required documentation or any additional documentation requested by the County may result in delays in payment or rejection of the payment request.

This directive will remain in effect until such time as the work is completed or an agreement is successfully negotiated

Sincerely,

(Name)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA

(Name and Address of Department)

(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. , Notice of Proposed Change Order

Project/Work No.

The following change is a change in scope proposed by the County:

(include detailed description of proposed changes)

Your company is hereby notified to submit a change order proposal to the Project Manager identified below within ten days of the date of this notification. Such proposal must include a detailed breakdown of any costs as well as any impact on the existing schedule.

Failure to provide the change order proposal within the stipulated time may result in your company incurring liability for any resulting delays.

Sincerely,

(Name)
(Title)

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

Date

(Name)
(Title)
(Name of Company)
(Address)
(City/State/Zip Code)

Re: Notice of Uncovered Finished Work
Project No.

Dear (Name):

The County previously issued a field directive requiring the uncovering of finished work in accordance with Article (Insert Article No.). As a result of such directive your company will be reimbursed in accordance with Article (Insert Article No.) entitled, "Extra Work Directive", if and only if the uncovered work is in accordance with the Contract Documents.

Please submit to this office the required documentation to support the costs incurred as the result of compliance with the directive.

Should you have any questions please contact (name) at (phone no.).

Sincerely,

Name
Title

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

Date

(Name)
(Title)
(Name of Company)
(Address)
(City/State/Zip Code)

Re: Notice to Correct Construction Deficiencies
Project No.

Dear (Name):

Based on a recent inspection of the project site it was determined that work has been performed which does not meet the requirements of the RPQ. The deficiencies noted were:

The identification of these deficiencies does not infer that the remaining work performed has been performed in accordance with the specification and does not preclude the County from determining that other work previously performed has been performed in a manner that does not meet the requirement of the RPQ.

Please submit to this office within forty-eight hours of the date of this notice a plan of action to correct these deficiencies. Failure to meet this deadline or take corrective action will result in the County taking any necessary and appropriate action to correct the deficiencies.

Should you have any questions please contact (name) at (phone no.).

Sincerely,

Name
Title

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name)
(Title)
(Name of Company)
(Address)
(Address)

Subject: Acceptance of Non-Conforming Work
Project No.

Dear (Name):

In accordance with Article (Article number) the County shall accept the work identified below, which has been determined as not meeting the Project specifications. Specifically, the work is described as:

(Detailed description of the non-conforming work)

In accordance with this Article, the County shall issue a change order reflecting the appropriate reduction in the cost of the Project. Such change order may be issued on a unilateral or bilateral basis.

The County's acceptance of the non-conforming work does not waive your company's responsibilities and liabilities under the contract. The County is not precluded, in accordance with Article (insert article), from taking any necessary and appropriate actions in the future.

Sincerely,

(Name)
(Title)

cc:

CERTIFICATION OF THE CONTRACTOR

The Contractor shall execute this affidavit and submit it with all releases.

Contract No. _____

According to the best of my knowledge and belief, I certify that all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract. I further certify that payments in full have heretofore been made by the contractor to all persons, firms and corporations supplying labor, materials or supplies, used directly or indirectly by the contractor or by any subcontractor in the prosecution of the work provided for in said Contract.

Estimate No. _____ For period ending: _____

Date: _____ Contractor: _____

Affix corporate seal if corporation

STATE OF FLORIDA
COUNTY OF DADE

By: _____

Personally appeared before me this _____ day of _____ 20__,
_____ known (or made known) to me to be
the _____ or _____
(Owner) (Partner) (Corporate Officer - Title)
Contractor(s) who subscribed and swore to the above instrument in my presence.

_____
NOTARY PUBLIC
Type Name:_____
My Commission Expires: _____

AFFIDAVIT AND PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Contractor") to perform part of the Contractor's work or furnish labor, materials or equipment to the Contractor to be used in performing part of the Contractor's work on the _____ project of Miami-Dade County, (_____ Department) hereby certifies, affirms and acknowledges that (1) the Contractor has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the ___th day of _____ , 20__, and the Contractor has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade _____ Department) has made to the Contractor through the date set forth above; and (2) in consideration of the receipt of payment made by the Contractor, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Contractor, its bonding company, Miami-Dade County, Miami-Dade _____ Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade _____ Department) to the Contractor through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Partial Release to be executed and sealed this _____day of _____, 20__.

(CORPORATE SEAL)

_____
Name of undersigned corporation or entity

By: _____
Signature of Officer, Partner, or Owner

_____
Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____day of _____ 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____who acknowledged that he/she executed the above Affidavit and Partial Release on behalf of the Corporation or Entity as its free act and deed.
Notary Public: _____ My Commission Expires:_____

AFFIDAVIT AND FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, having undertaken with _____ (hereinafter "Contractor") to perform part of the Contractor's work or furnish labor, materials or equipment to the Contractor to be used in performing part of the Contractor's work on the _____ project of Miami-Dade County, (Miami-Dade _____ Department) hereby certifies, affirms and acknowledges that (1) the Contractor has paid the full amount due and payable to the undersigned for all work or labor performed and all material or equipment supplied through the _____th day of _____, 20__, and the Contractor has paid undersigned the undersigned's full proportionate share of all payments which Miami-Dade County (Miami-Dade _____ Department) has made to the Contractor through the date set forth above; and (2) in consideration of the receipt of payment made to the Contractor, which is hereby acknowledged, the undersigned specifically releases any and all claims and demands, including bond rights, which the undersigned now has by contract or at law or in equity against the Contractor, its bonding company, Miami-Dade County, Miami-Dade _____ Department in the amount of the undersigned's full proportionate share of all payments made by Miami-Dade County (Miami-Dade _____ Department) to the Contractor through the date set forth above.

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed and sealed this _____day of _____, 20__.

(CORPORATE SEAL)

_____
Name of undersigned corporation or entity

By: _____
Signature of Officer, Partner, or Owner

_____
Title

Signed, Sealed and Delivered in the presence of:
State of _____
County of _____

On this _____day of _____ 20__, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____who acknowledged that he/she executed the above Affidavit and Partial Release on behalf of the Corporation or Entity as its free act and deed.
Notary Public: _____ My Commission Expires:_____

Attachment 43B/March 1, 2005

CONSENT OF SURETY FOR PAYMENT

(Date)_____

Miami-Dade County

Miami-Dade _____ Department
[address]
[city, state, zip]

Re: Consent of Surety
Bond #_____
Contract # _____
Estimate # _____

Dear Sir or Madam:

_____ (Surety), hereby consents to the payment of the full amount of moneys in dispute to _____ (Prime Contractor), by the Miami-Dade _____ Department, a department of Miami-Dade County ("County") for which the necessary duly executed affidavits have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release from _____ (Subcontractor/Supplier), which the County's Prime Contractor has failed to submit. The Surety executes this Consent for the full amount in dispute, encompassing all work and/or labor performed, the provision of all materials, equipment and supplies through the __th day of _____, 20__, except for any applicable retainage.

_____ (Surety), further acknowledges that payment by the County shall not be construed as a waiver of any of the County's rights under the Contract Bond or Payment and Performance Bond; nor a determination by the County as to the merits of any controversy between the Prime Contractor and the Subcontractor/Supplier.

Sincerely,

Attorney-in-fact

Attachment 44/March 1, 2005

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

FIELD DIRECTIVE

Project No.: Date:

Field Directive No.:

Contractor's Name:

Name of Contractor's Field Supervisor:

The Contractor shall comply with this Field Directive, which is issued subject to and in compliance with contract requirements.

This Field Directive shall not be construed as an approval for additional work or approval of or allowance for additional payment. Where the Contractor believes that this Field Order constitutes additional work and the contractor feels they are entitled to additional time or compensation, the contractor must notify the County's Project Manager in writing of such fact within 24 hours of the issuance of this Field Order.

Contractor: Miami - Dade County

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

(Date)

(Name)
(Title)
(Name of Company)
(Address)

Subject: **HURRICANE WARNING NOTIFICATION**

Dear (name):

This letter is a formal notification that your Contracted work site is located within the area of a Hurricane Warning. You shall immediately make notice to all of your subcontractors of this Hurricane Warning. The County requires you, at this time, to perform a complete clean-up of your site(s) and remove any and all loose materials and equipment from the area. Your worksite office and storage trailers shall be properly anchored to the ground with Dade County approved anchoring systems. All temporary electrical terminations shall be disconnected and removed from the site. All temporary sanitary facilities shall be removed from the site. All trash dumpsters will be removed from the site. All scaffolding will be removed or properly anchored to a permanent structure if not practical to remove.

The Contractor is hereby notified that in accordance with your Contract Documents, any damage which results from the Contractor not performing a proper site preparation will be held responsible for all costs to perform repairs to the damaged property.

Sincerely,

(Project Manager)
(Title)

cc:

MIAMI-DADE COUNTY, FLORIDA **(Name and Address of Department)**

Date

Name
Title
Name of Company
Address
City/State/Zip Code

Re: Recommendation for Award (Quote No.)

Dear (Name):

This letter will serve as your notification that you have been awarded the above referenced RPQ based on your Price Quotation submitted **(week day, month, day, year)**. The total RPQ amount is **(insert $ amount)**. However, the award is contingent upon the submission of the required items listed below:

- Payment and Performance Bond
- Copies of current insurance certificates
- Copy of the required license

The preceding Documents are required as outlined within the Contract-7040-0/07 and to be submitted within 10 business days. Failure to submit the documents within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned Documents, you are to proceed with obtaining the required permit(s). Upon obtaining the permit(s) copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s). After receipt of the permits the Project Manager will issue a Notice to Proceed authorizing the performance of the work.

This letter will also serve as a reminder that all work must be performed according to the scope of work and contract's terms and condition, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations. Should you have any questions please contact **(name)** at **(telephone no.)**.

Sincerely,

Name
Title

File